

**APPLICATION FOR THE CLEAN OHIO CONSERVATION FUND  
SUMMARY SHEET**

*CB CAH*

**APPLICANT:** GREEN TOWNSHIP

**CODE #** 061-3172

(If Unknown Call OPWC)

**DISTRICT NUMBER:** 2

**COUNTY:** HAMILTON

**DATE** 7/29/05

**CONTACT:** KEVIN CELAREK **PHONE #** (513) 574-4848 (THE PROJECT CONTACT PERSON SHOULD BE THE INDIVIDUAL WHO WILL BE AVAILABLE DURING BUSINESS HOURS AND WHO CAN BEST ANSWER OR COORDINATE THE RESPONSE TO QUESTIONS)

**FAX:** (513) 574-6260

**E-MAIL** kcelarek@greentwp.org

**PROJECT NAME:** I-74 Greenway/West Fork Rd. Riparian Corridor Acquisition

**ELIGIBLE APPLICANT**

(Check Only 1)

- ☐ A. County (1)
- ☐ B. City (2)
- ☒ C. Township (3)
- ☐ D. Village(4)
- ☐ E. Conservancy District (6)
- ☐ F. Soil & Water Conservation District (7)
- ☐ G. Joint Recreational District (8)
- ☐ H. Park District/Authority (9)
- ☐ I. Nonprofit Organization (10)
- ☐ J. Other \_\_\_\_\_ (11)

**PROJECT TYPE**

(Check Largest Component)

- ☐ A. Open Space (7)
- ☒ B. Riparian Corridor (8)

**PRIMARY PROJECT EMPHASIS 6**

(Choose a category from Attachment A which most closely describes your primary project emphasis.)

**ESTIMATED TOTAL**

**PROJECT COST** (from 1.1f): \$61,350.00

**CLEAN OHIO CONSERVATION**

**FUNDING REQUESTED:** (from 1.2e) \$42,945.00

**NRAC APPROVAL - To be completed by the NRAC Committee ONLY**

**GRANT:** \$ \_\_\_\_\_

**FOR OPWC USE ONLY**

**PROJECT NUMBER:** \_\_\_\_\_

**APPROVED FUNDING:** \$ \_\_\_\_\_

**Local Participation** \_\_\_\_\_ %

**Project Release Date:** \_\_\_\_\_

**Clean Ohio Fund Participation** \_\_\_\_\_ %

## 1.0 PROJECT FINANCIAL INFORMATION

### 1.1 PROJECT ESTIMATED COSTS:

(Round to Nearest Dollar)

TOTAL DOLLARS

In Kind

Dollars

(See definition in instructions.)

a.)	Acquisition Expenses:	<u>\$ 54,900.00</u>	_____
	Fee Simple Purchase	<u>\$54,400.00</u>	
	Easement Purchase	\$	
	Other Earnest Money	<u>\$ 500.00</u>	
b.)	Planning and Implementation:	<u>\$ 6,450.00</u>	_____
	Appraisal	<u>\$ 250.00</u>	
	Closing Costs	\$	
	Title Search	\$	
	Environmental Assessments	<u>\$ 2,000.00</u>	
	Design	\$	
	Other Eligible Costs (Survey)	<u>\$ 4,200.00</u>	
c.)	Construction or Enhancement of Facilities:	<u>\$ 0.00</u>	_____
d.)	Permits, Advertising, Legal:	<u>\$ 0.00</u>	_____
e.)	Contingencies: (not to exceed 10% of total costs)	<u>\$ 0.00</u>	_____
f.)	<b>TOTAL ESTIMATED COSTS:</b>	<u>\$ 61,350.00</u>	

**1.2 PROJECT FINANCIAL RESOURCES:**

(Round to Nearest Dollar and Percent)

	DOLLARS	%
a.) In-Kind Contributions (Please define)_____	\$_____	.00
b.) Applicant Contributions (Local Funds)	\$ 18,405.00	30%
c.) Other Public Revenues		
Nature Works	\$_____	.00
Land Water Conservation Fund	\$_____	.00
Ohio Environmental Protection Agcy	\$_____	.00
Ohio Water Development Authority	\$_____	.00
Community Dev Block Grant	\$_____	.00
Ohio Dept of Natural Resources	\$_____	.00
OTHER_____	\$_____	.00
d.) Private Contributions	\$_____	.00
<b>SUBTOTAL LOCAL RESOURCES:</b>	\$ 18,405.00	
e.) <b>CLEAN OHIO CONSERVATION FUND:</b>	\$ 42,945.00	70%
<b>Funds from another NRAC</b>	\$_____	.00
<b>SUBTOTAL CLEAN OHIO RESOURCES:</b>	\$ 42,945.00	
f.) <b>TOTAL FINANCIAL RESOURCES:</b>	\$ 61,350.00	100%

**1.3 AVAILABILITY OF LOCAL FUNDS:**

**Attach a statement signed by the Chief Financial Officer listed in section 4.2 certifying all local share funds required for the project will be available on or before the earliest date listed in the Project Schedule section.**

Please list any partnership with other sources. (ie; is this part of a larger project or plan): NONE

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## **2.0 PROJECT INFORMATION**

If the project is multi-jurisdictional, information must be consolidated in this section.

☒ *Please check here if additional documentation is attached.*

### **2.1 BRIEF PROJECT DESCRIPTION - (Sections A through E):**

**A: SPECIFIC LOCATION:** See Attached

**PROJECT COUNTY:** Hamilton

**PROJECT ZIP CODE:** 45211

**B: PROJECT COMPONENTS:** Please describe the various project components.

See Attached

**C: PROJECT EMPHASIS AS DEFINED BY SECTIONS 164.22 (A) (B) OF THE OHIO REVISED CODE AND LISTED IN APPENDIX A:** Please describe.

See Attached

**D: DEFINE TERMS OF EASEMENTS:**

**PLEASE REFER TO SECTION 164.26 OF THE OHIO REVISED CODE.**

See Attached

**E: INFORMATION REGARDING PUBLIC ACCESS**

Where is the access located? Is it open to the general public or are there restrictions? What are the hours of availability? Will the general public be given the opportunity to participate in the planning of the project?

See Attached

### **2.2 OWNERSHIP/MANAGEMENT/OPERATION: Please address.**

See Attached

## 2.0 PROJECT INFORMATION

### 2.1 BRIEF PROJECT DESCRIPTION (Sections A through E)

#### A: SPECIFIC LOCATION

The project is located at 3329 West Fork Rd., one-half mile S of Interstate 74 /North Bend Rd. interchange in Green Township in the I-74 Scenic Greenway. See attached graphic (Exhibit 1 Location Map)

**PROJECT COUNTY** Hamilton

**PROJECT ZIP** 45211

#### B: PROJECT COMPONENTS

The proposed project involves fee simple acquisition of a 6.7-acre forested parcel located between Interstate-74 and West Fork Rd., situated immediately W of Mt. Airy Forest in the Mill Creek watershed. **Meeting both Open Space and Riparian Corridor criteria**, the project contains natural habitat protection and stream protection. The project protects steep slopes (30 percent and more) that descend to create a ravine that contains the headwaters of West Fork Creek which flows through the property on its way to the Mill Creek. (Exhibit 2A CAGIS Terrain Map and 2B CAGIS Slope Map)

**The project preserves undeveloped lands along viewsheds of a major highway and transportation corridor: Interstate 74** through Western Hamilton County. The property, which is an identified feature of the I-74 Scenic Greenway, is a conservation project of Green Township, The Land Conservancy of Hamilton County, Ohio, and the Hamilton County Park District. The rectangle-shaped parcel has 1/4 mile (1300 ft.) of forested frontage on both roads, and is an important parcel in an area that is under increasing development pressure. (Exhibit 3 Green Twp. Greenspace Plan w/outline of I-74 Greenway Corridor)

**The project contains "highly erodible" EcE soils** throughout the entire site, as determined by the Hamilton County Soil and Water Conservation District. (Exhibit 4A Soil Survey of Hamilton County, Ohio & 4B CAGIS Soil Map)

As requested, attached is Exhibit 5A USGS Topographic Map. For additional site information, attached is Exhibit 5B CAGIS 2 ft. Contour Map.

**A Contract to Purchase the property** has been signed, and is included in this application. A payment of \$500 earnest money has been provided by Green Township. Green Township will purchase, hold title to and manage the property in perpetuity. There are no administrative costs involved in this project. (Exhibit 6 Purchase Contract)

**Because this parcel is listed for sale by a Realtor** with a comment on the Listing to assist in developing the site, action must be taken now to purchase the property, or the opportunity will be lost forever. (Exhibit 7 Realtor Listing).

**Attached are two letters of support** for this project from Green Township's partners in protecting scenic properties in the I-74 Greenway: The Land Conservancy of Hamilton County,

MORE

B: PROJECT COMPONENTS continued ...

and Hamilton County Park District, whose letter states "I-74 corridor ... has been identified by the Park District as a high priority area for preservation...". (Exhibit 8A and 8B 2 Letters)

**Four additional Letters of Support (Exhibit 12A, B, C, D)** are attached: Monfort Heights/White Oak Community Assn. (community group); Hamilton County Soil & Water Conservation District (county agency); Hillside Trust and Millcreek Restoration Project (conservation groups).

### **C: PROJECT EMPHASIS**

**This project is a fee simple acquisition of land to provide access to a riparian corridor and preserves a headwater stream.** The project preserves West Fork Creek, a natural stream channel and a headwater stream of the Mill Creek. In its forested, undeveloped state, the property provides a substantial buffer and preserves streamside forest functions that provide many environmental benefits. Benefits include improving water quality, protecting aquatic biological communities, and allowing for flood storage, nutrient absorption and groundwater recharge.

In its protected state, the forest buffer helps regulate the flow of the stream, protecting it from erosion and downstream flooding. Tree root systems hold the banks while allowing undercutting by the stream, thus providing cover among the submerged roots for aquatic species. (Exhibit 9 Color Photos of Site)

**The project acquires land for connecting corridors for natural areas: for wildlife habitat and for scenic views.** The project protects high quality, viable habitat for plant and animal species, increases habitat protection and preserves other natural features, such as scenic views, that contribute to Green Township's and Ohio's natural heritage.

This project protects and increases habitat protection on the site, and provides a link in an important wildlife and scenic corridor that runs from Mt. Airy Forest along Interstate 74 into Indiana.

In addition, this acquisition is a bird sanctuary harboring many species including a large robin population, plus sparrows, woodpeckers, finches, crows and wild turkeys. The leafy shade cast by streamside trees prevents summer water temperatures from reaching lethal levels for many stream organisms.

The young forest on the site, having reverted from pastureland, includes many maples and 20-30 year old ash trees; the trees become more mature as the property descends (from both I-74 and West Fork roads) toward West Fork Creek. A streamside forest of older trees such as sycamore, beech, bass, hackberry, and walnut populate the riparian area. (Exhibit 9 Color Photos)

**The project provides access to natural areas with multiple recreational, economic and aesthetic preservation benefits.** It links connecting corridors of greenspace that provide scenic views of great importance to the public. The project provides a partition between land uses, mitigates noise and air pollution, and acts as travel corridors for wildlife and plant life. The tree canopy on the site forms a visual and physical relief in the landscape, and enhances the "quality of place" of Green Township.

Economic benefits abound. According to a study by Michigan State University, during a

**C: PROJECT EMPHASIS continued...**

50-year lifetime of one tree: \$31,000 worth of oxygen is produced; \$62,000 worth of air pollution control is provided; \$37,500 worth of water is recycled; and erosion control is valued at \$31,500. Properties located adjacent to preserved greenspace can increase in value by up to 15 percent or more, according to the National Arbor Day Foundation.

Recreational and educational opportunities are available in this project that contains a natural stream which can be accessed by the public. Children and adults will be able to learn about the forest environment and aquatic life in the protected stream: invertebrates that are washed or blown into the stream provide a significant portion of the diets of fish, crayfish and salamanders, all of which can be discovered by visitors to the area. (**Exhibit 9 Color Photos**)

**This project is an acquisition of connecting corridors.** The connectivity of already preserved parcels will be increased with the completion of this project. Since 2001, Green Township, Hamilton County Park District and the Land Conservancy of Hamilton County have protected scenic views in the I-74 Greenway.

Green Township currently holds title to 3 parcels in the I-74 Greenway, and has protected the nearby Marygold site through the 1st round of the Clean Ohio Conservation Fund. The Land Conservancy owns one parcel in the Greenway, and holds Conservation Easements protecting two privately-owned parcels. (**Exhibit 10 I-74 Greenway/Green Township Properties**)

The scope of the I-74 Greenway project covers the entire 19-mile interstate in Ohio, linking 5 townships and 2 municipalities in western Hamilton County. It crosses 6.5 miles through northern Green Township.

The undeveloped lands of the Greenway are a great natural amenity that provides countless public benefits: scenic, open space, heritage, economic, ecological, recreational, and wildlife habitat. It connects three major parks: Mt. Airy Forest in Cincinnati, Mitchell Memorial Forest in Miami Township, and Miami-Whitewater Forest in Crosby Township. (**Exhibit 11 I-74 Greenway Project in Western Hamilton County**)

**This project is in concert with publicly-adopted township and county plans, supporting comprehensive open space planning** by the 1. Hamilton County, 2. Green Township, and 3. Hamilton County Park District.

1. Hamilton County's COMPREHENSIVE MASTER PLAN AND STRATEGIES (Community COMPASS), adopted by Hamilton County Commissioners in Nov. 2003, has four major goals including "Balancing Development and the Environment." The first object within this goal is to "preserve, restore, and manage natural resources so as to enhance the unique character of the county." Further, Hamilton County's GREENSPACE CONCEPT PLAN, adopted in Nov. 2004, and included in the COMPASS 2030 Plan and Implementation Framework, identifies the I-74 corridor in western Hamilton County as an important "Greenbelt" area.

2. The proposed West Fork acquisition preserves steep hillsides with predominately 30 percent slopes, and is among sites identified in the "Environmentally Sensitive Areas" study and map of the WESTERN HAMILTON COUNTY COLLABORATIVE PLAN FOR 2020 (WHCCP). This plan, adopted by Green Township Trustees in Feb. 2000, recommends protection of "environmentally sensitive areas (rivers, streams, aquifer, floodplain, groundwater pollution potential, steep slopes of more than 25 percent)." The WHCCP also recommends

MORE

**C: PROJECT EMPHASIS continued...**

protecting stream corridors through acquisition of adjacent land.

3. The "I-74 Greenway Study Corridor" is outlined in the HAMILTON COUNTY PARK DISTRICT's "Potential Greenspace Preservation Opportunities" plan (2002) as a "Potential Greenspace Cooperation Area." (Exhibit 13 Park District Plan)

**D: DEFINE TERMS OF EASEMENT**

Green Township will conform to the long term ownership and control requirements of the Ohio Public Works Commission. Green Township will record a conservation easement or deed restriction with the appropriate entity.

**E: INFORMATION REGARDING PUBLIC ACCESS**

Public access to the site is located from West Fork Road. Visibility of the site is available to the public from Interstate 74 and West Fork Rd. 24 hours a day, 7 days a week year-round to enjoy its scenic beauty.

Because of the challenging topography and lack of parking, supervised physical access to the site by the public, such as youth or conservation groups, will be encouraged.

**The public will continue to be involved in the planning for this project.** Members of the general public, including community groups, have contributed to I-74 Scenic Greenway planning since 2001, and have also contributed financially to acquire property.

**2.2 OWNERSHIP / MANAGEMENT / OPERATION:**

**Green Township will own and manage the property in perpetuity.** Green Township has inspected this property and it is our opinion that it is a pristine natural area. As owners, we will steward the land and water resources according to established Green Township maintenance practices. The site will be preserved as a natural wooded area and will have no development or trails.

Upon receiving the grant, a Phase I environmental assessment will be completed in order to establish a baseline of information. The township will have the property professionally surveyed with monument stakes placed to identify its boundaries. It will be inspected on a regular basis, as are other Green Township parks and natural areas, to assure that vandals do not degrade it.

Green Township has successfully completed numerous land acquisition projects for public parks and natural areas, and currently owns and stewards 5 major parks with recreational facilities open year-round, and recently purchased 4 properties for future parks.

In addition, Green Township owns and operates Nathanael Greene Lodge and a Senior Citizens Center, facilities that are open year-round for public use.

Green Township has purchased and maintains 3 parcels as natural areas in the I-74 Greenway. With its successful application to the Clean Ohio Conservation Fund in April 2005, Green Township is in the process of adding the Marygold/I-74 property to its holdings. And, the township has also purchased 5 additional small parcels located throughout the township, and is in the process of restoring them as open space and natural areas to benefit all residents.

### 3.0 PROJECT SCHEDULE:\*

	BEGIN DATE	END DATE
3.1 Planning and Implementation:		
3.2 Land Acquisition/Easements	<u>2 / 1 / 05</u>	<u>10 / 1 / 05</u>
3.3 Site Improvements:	<u> / /</u>	<u> / /</u>

\* Failure to meet project schedule may result in termination of agreement for approved projects. Modification of dates must be requested in writing by a project official of record and approved by the commission once the Project Agreement has been executed.

### 4.0 PROJECT OFFICIALS:

- |     |                         |                              |
|-----|-------------------------|------------------------------|
| 4.1 | CHIEF EXECUTIVE OFFICER | Kevin Celarek                |
|     | TITLE                   | Green Township Administrator |
|     | STREET                  | 6303 Harrison Avenue         |
|     | CITY/ZIP                | Cincinnati, OH 45247-7818    |
|     | PHONE                   | (513) 574-4848               |
|     | FAX                     | (513) 574 6260               |
|     | E-MAIL                  | kcelarek@greentwp.org        |
| 4.2 | CHIEF FINANCIAL OFFICER | Thomas J. Straus             |
|     | TITLE                   | Green Township Clerk         |
|     | STREET                  | 6303 Harrison Avenue         |
|     | CITY/ZIP                | Cincinnati, OH 45247-7818    |
|     | PHONE                   | (513) 574-4848               |
|     | FAX                     | (513) 574 6260               |
|     | E-MAIL                  | tstraus@greentwp.org         |
| 4.3 | PROJECT MANAGER         | Fred B. Schlimm              |
|     | TITLE                   | Director of Public Services  |
|     | STREET                  | 6303 Harrison Avenue         |
|     | CITY/ZIP                | Cincinnati, OH 45247-7818    |
|     | PHONE                   | (513) 574-4848               |
|     | FAX                     | (513) 574 6260               |
|     | E-MAIL                  | fschlimm@greentwp.org        |

Changes in Project Officials must be submitted in writing from the CEO or CFO.

## 5.0 ATTACHMENTS/COMPLETENESS REVIEW:

In order that your application may be processed in a timely fashion, please submit your application on 8 2 by 11 white paper with dark ink so that it may be copied for others. It is understood that some items may not conform to this request such as large maps and photographs. Please feel free to include these items.

Confirm in the blocks [ ] below that each item listed is attached.

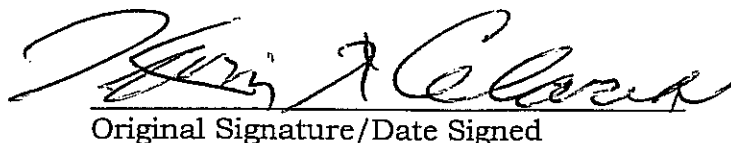
- [ X ] A certified copy of the authorization by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 6.0, Applicant Certification, below.
- [ X ] A certification signed by the applicant's chief financial officer stating all local share funds required for the project will be available on or before the dates listed in the Project Schedule section.
- [ X ] A formal detailed estimate of the project's costs provided by an architect, landscape architect, or other professional. For land acquisition, an appraisal by a State-certified general real estate appraiser, as defined under ORC 4763 for the type of land being appraised will need to be submitted to the NRAC prior to closing.
- [ NA ] A cooperation agreement (if the project involves more than one entity) which identifies the fiscal and administrative responsibilities of each participant.
- [ X ] Resolution of Support (Please refer to section 164.23(B)(1) of the Ohio Revised Code for guidance.)
- [ NA ] Identification of any participation by state agencies that will provide to this particular project and that will provide assistance with respect to the project.
- [ X ] Information concerning the coordination of the project among local political subdivisions, state agencies, federal agencies, community organizations, conservation organizations, and local business groups.
- [ X ] Supporting Documentation: Materials such as additional project description, photographs, and/or other information to assist your NRAC in ranking your project. Be sure to include supplements which may be required by your *local* NRAC.
- [ X ] Have you reviewed your NRAC's methodology to see that you have addressed all components?

## 6.0 APPLICANT CERTIFICATION:

The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Ohio Public Works Commission; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing body of the applicant; and, (4) should the requested financial assistance be provided, that in the execution of this project, the applicant will comply with all assurances required by Ohio Law, including those involving Buy Ohio and prevailing wages.

**Applicant certifies that the project, as defined in the application, has NOT resulted in any transfer of title or rights to land or begun any type of physical improvements prior to the execution of a Project Agreement with the Ohio Public Works Commission. Action to the contrary will result in termination of the agreement and withdrawal of Ohio Public Works Commission funding.**

KEVIN CELAREK, Green Township Administrator

 July 25, 2005

Original Signature/Date Signed

**ATTACHMENTS**

# ATTACHMENT A

## PROJECT EMPHASIS

NOTE: IF THE PROJECT HAS MORE THAN ONE EMPHASIS, PLEASE PLACE A A1" IN THE CATEGORY THAT IS THE PRIMARY EMPHASIS, A A2" IN THE CATEGORY WITH SECONDARY EMPHASIS, AND A A3" IN THE CATEGORY WITH THIRD EMPHASIS.

## OPEN SPACE

- \_\_\_ 1. Protects habitat for rare, threatened and endangered species
- 4\_\_\_ 2. Increases habitat protection
- \_\_\_ 3. Reduces or eliminates nonnative, invasive species of plants or animals
- \_\_\_ 4. Preserves high quality, viable habitat for plant and animal species
- \_\_\_ 5. Restores and preserves aquatic biological communities
- 1\_\_\_ 6. Preserves headwater streams
- 9\_\_\_ 7. Preserves or restores floodplain and streamside forest functions
- 3\_\_\_ 8. Preserves or restores water quality
- 6\_\_\_ 9. Preserves or restores natural stream channels
- \_\_\_ 10. Preserves or restores functioning floodplains
- \_\_\_ 11. Preserves or restores wetlands
- 7\_\_\_ 12. Preserves or restores streamside forests
- 11\_\_\_ 13. Preserves or restores other natural features that contribute to quality of life and state's natural heritage

## RIPARIAN CORRIDOR

- 8\_\_\_ 14. Fee simple acquisition of lands to provide access to riparian corridors or watersheds
- \_\_\_ 15. Acquisition of easements for protecting and enhancing riparian corridors or watersheds
- \_\_\_ 16. Reforestation of land
- \_\_\_ 17. Planting vegetation for filtration
- \_\_\_ 18. Incorporates aesthetically pleasing and ecologically informed design
- \_\_\_ 19. Enhances educational opportunities and provides physical links to schools and after school centers
- 2\_\_\_ 20. Acquisition of connecting corridors
- 10\_\_\_ 21. Supports comprehensive open space planning
- 5\_\_\_ 22. Provides multiple recreational, economic and aesthetic preservation benefits
- \_\_\_ 23. Allows proper management of areas where safe hunting and trapping may take place in a manner that will preserve balanced natural ecosystems.
- \_\_\_ 24. Enhances economic development that relies on recreational and ecotourism in areas of relatively high unemployment and lower incomes

Administration Offices:  
6303 Harrison Avenue  
Cincinnati, Ohio 45247-7818

(513) 574-4848  
Fax: (513) 574-6260  
E-mail: admin@greentwp.org  
Website: www.greentwp.org



Board of Trustees:  
Chuck Mitchell, *Chairman*  
Tony Upton, *Vice Chairman*  
Steve Grote, *Trustee*

Clerk:  
Tom Straus

**RESOLUTION #05-0711-C**

**RESOLUTION AUTHORIZING APPLICATION FOR GRANT**  
**FROM THE CLEAN OHIO CONSERVATION FUND**

**BY THE BOARD:**

**WHEREAS**, the Trustees are authorized under Section 505.26 of the Ohio Revised Code to purchase real property for public park and greenspace purposes; and

**WHEREAS**, the Trustees desire financial assistance under the Clean Ohio Conservation Program, administered by the Ohio Public Works Commission, in order to enable the Board to purchase real property located 3329 West Fork Road and listed in Hamilton County Auditor's Book 550, Page 74, Parcel 10, which consists of approximately 6.7729 acres; and

**WHEREAS**, the Board has executed an agreement with the owner of said property for its purchase subject to receipt of a grant from the Clean Ohio Conservation Fund of an amount equal to 70 percent of the project costs; and

**WHEREAS**, the Board believes that the estimated total project costs for this purchase will be \$61,350.00.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Green Township, Hamilton County, Ohio, that an application for a grant from the Clean Ohio Conservation Fund shall be submitted for the I-74 Greenway/West Fork Road Riparian Corridor acquisition, being the property of 3329 West Fork Road and listed in Hamilton County Auditor's Book 550, Page 74, Parcel 10, which has an estimated total project cost of \$61,350.00.

**BE IT FURTHER RESOLVED** that the Trustees agree to obligate the funds that are required to satisfactorily complete this project in order to be eligible for the Clean Ohio Conservation Program financial assistance in the amount of 70 percent of the total project costs;

BE IT FURTHER RESOLVED that the Township Administrator is hereby authorized and directed to execute and file applications with the Ohio Public Works Commission, and to enter into any agreements that may be appropriate and necessary for obtaining the financial assistance from the Clean Ohio Conservation Fund, and to provide all information and documentation required in said application for submission of the Ohio Public Works Commission.

ADOPTED AT A REGULAR MEETING of the Board of Township Trustees of Green Township, Hamilton County, Ohio the 11<sup>th</sup> day of July, 2005.

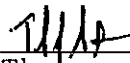
Mr. Grote Yes

Mr. Upton Yes

Mr. Mitchell Yes

CERTIFICATE OF CLERK


IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcription of a resolution adopted by the Board of Trustees in session this 11<sup>th</sup> day of July, 2005.



\_\_\_\_\_  
Thomas J. Straus  
Green Township Clerk  
Hamilton County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution adopted by the Green Township Board of Trustees in session the 11<sup>th</sup> day of July 2005

  
\_\_\_\_\_  
Joyce Mohaupt, Deputy Clerk  
Clerk of Green Township  
Hamilton County, Ohio

Administration Offices:  
6303 Harrison Avenue  
Cincinnati, Ohio 45247-7818  
(513) 574-4848  
Fax: (513) 574-6260  
E-mail: admin@greentwp.org  
Website: www.greentwp.org



Board of Trustees:  
Chuck Mitchell, *Chairman*  
Tony Upton, *Vice Chairman*  
Steve Grote, *Trustee*  
  
Clerk:  
Tom Straus

Clean Ohio Conservation Program  
I-74 Greenway/West Fork Road Riparian Corridor  
\$18,405.00  
149.111.707

#### CERTIFICATE

I hereby certify that the money to meet the above obligation has been lawfully appropriated for such purposes, and is in the treasury, or in the process of collection to be credited to the proper fund and free from any previous or outstanding obligation, encumbrance or certification as required by Section 5705.41 Ohio Revised Code.

Thomas J. Straus  
Green Township Clerk

Date: 3/29/08

# **BIGNER APPRAISAL, LLC**

**CERTIFIED GENERAL REAL ESTATE APPRAISER**

**3407 NORTH BEND ROAD \* CINCINNATI, OH 45239**

**(513) 741-8118 \* Fax (513) 661-4598**

March 24, 2005

Mr. Kevin Celarek  
Green Township Administrator  
6303 Harrison Avenue  
Cincinnati, Ohio 45247

**RE: 3329 WEST FORK ROAD  
CINCINNATI, OHIO 45247**

Dear Mr. Celarek:

Pursuant to your request the above captioned property has been inspected, researched and valued. The subject property is further identified by the Hamilton County Auditor in Book 550, Plat 74, and Parcel 10.

The subject is a 6.772-acre site that is zoned Residence "B". The available public utilities include water, electric, and natural gas.

The site will require the installation of a bridge over the creek that traverses along West Fork Road. The site is negatively affected by its severe topography and its location directly along Interstate 74.

The estimated marketing time for the subject site would range from twelve to eighteen months. This time frame would allow for an estimated market value at \$10,000 per acre.

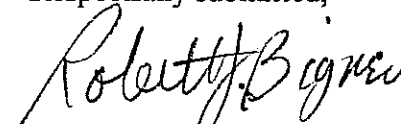
Therefore: Site size 6.772 Acres x \$10,000 per Acre = \$67,720

CALL \$70,000

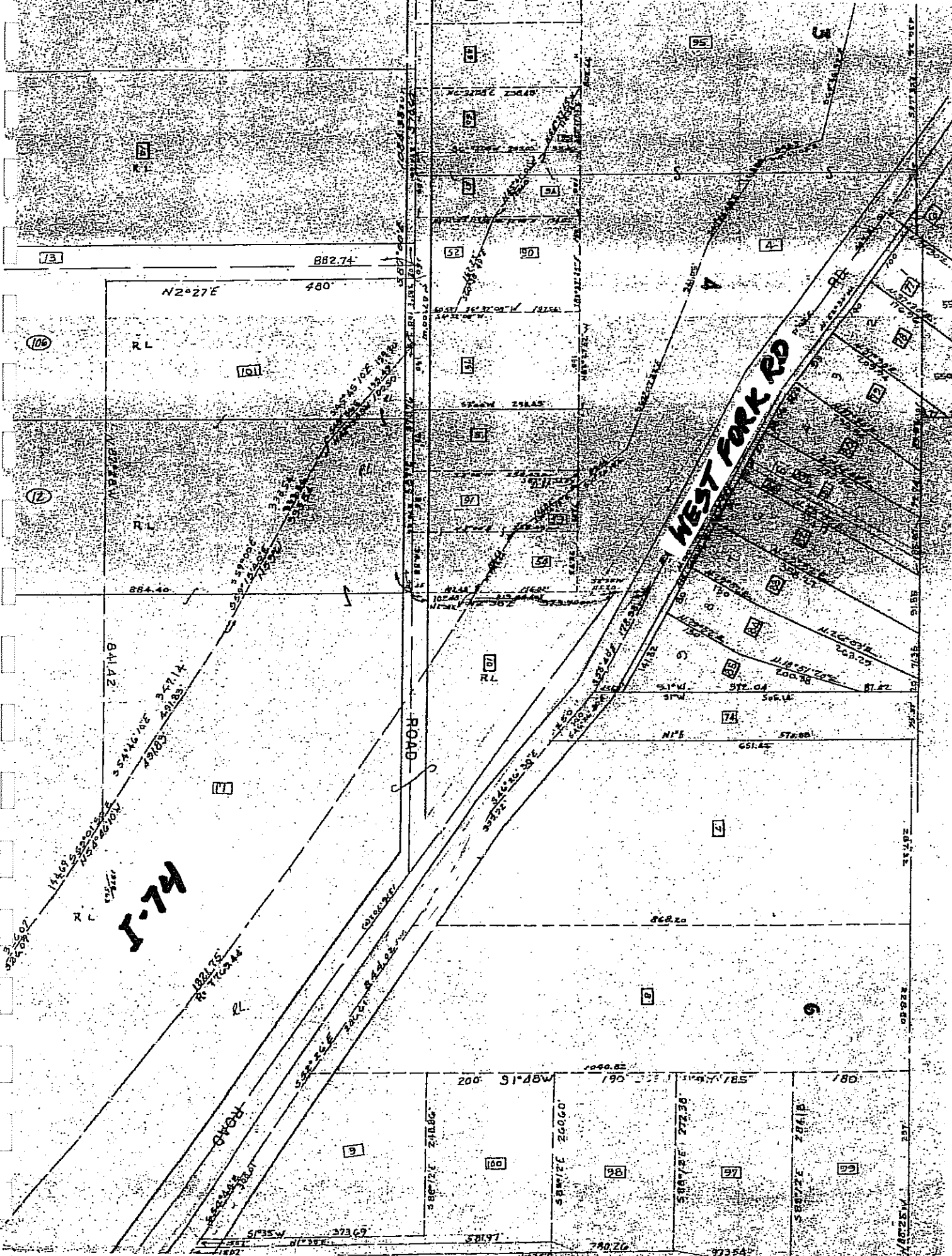
**ESTIMATED MARKET VALUE.....\$70,000**

The information and research obtained for this valuation is retained in my files and it can be reviewed upon a request for additional documentation or clarification.

Respectfully submitted,



Robert J. Bigner  
Certified Real Estate Appraiser



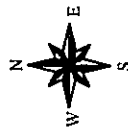
**EXHIBITS**

# West Fork Parcel

Green Twp.,  
Hamilton  
County,  
Ohio

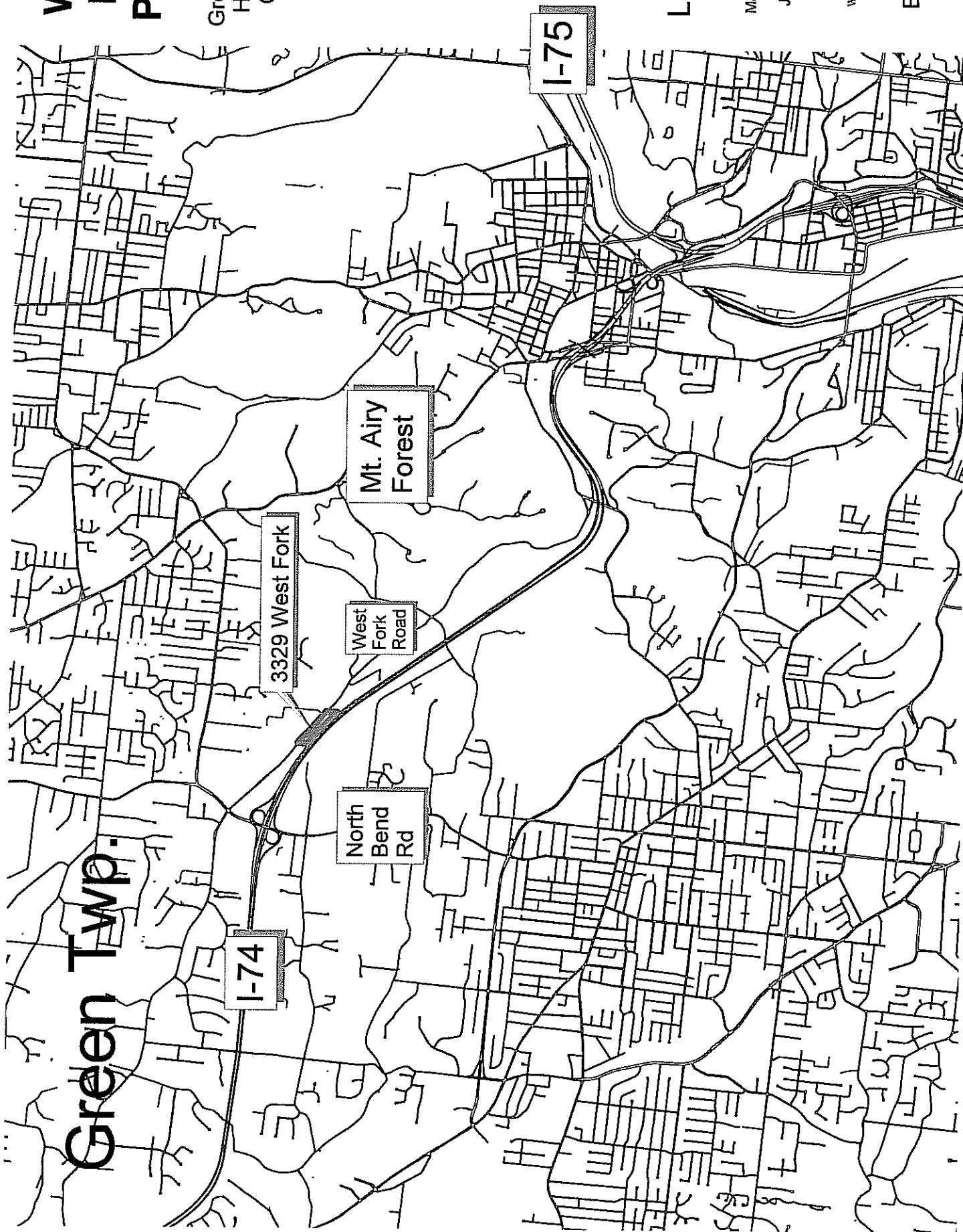
## Location Map

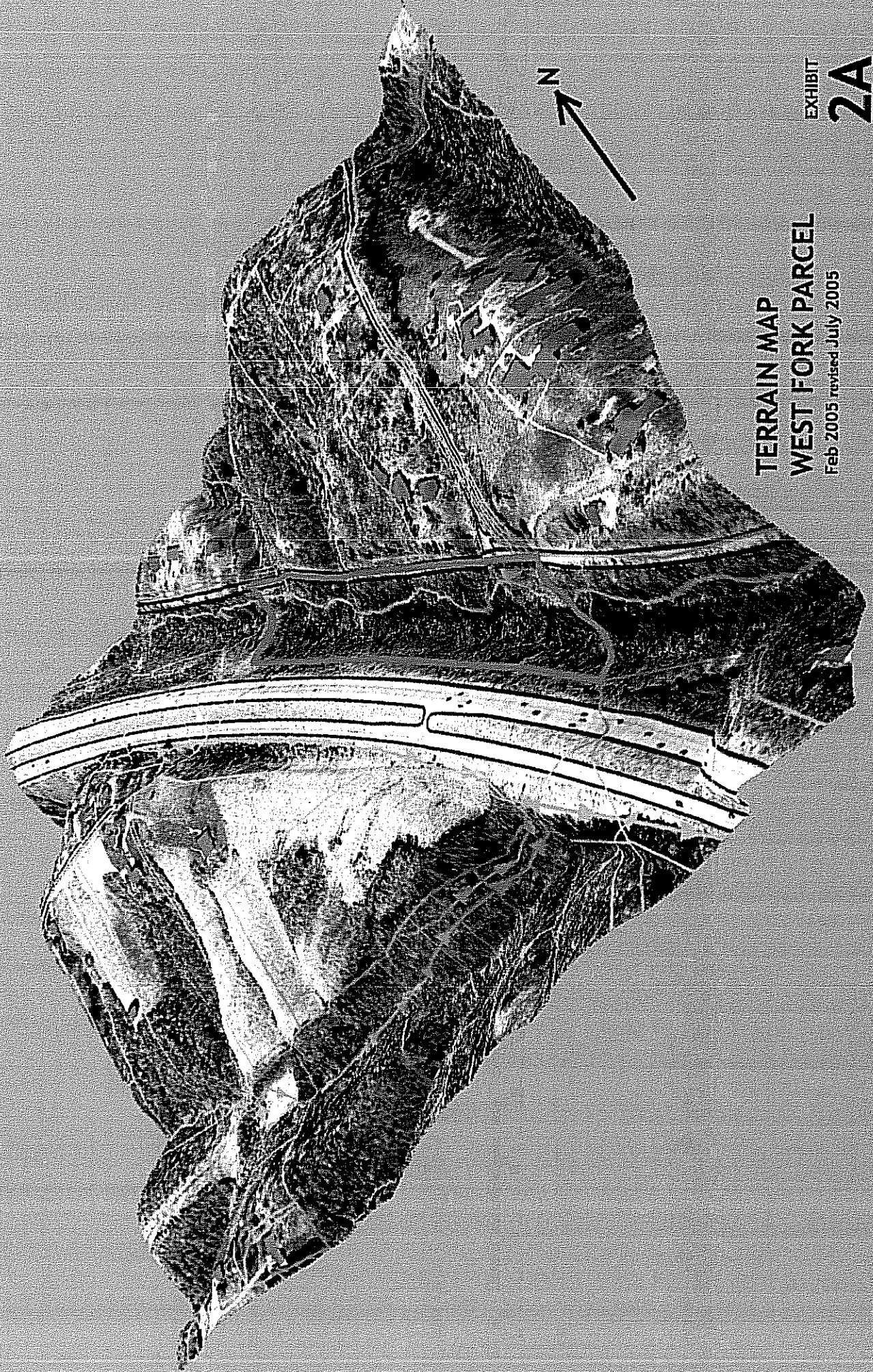
March 2005  
Revised  
July 2005



EXHIBIT

1





**TERRAIN MAP**  
**WEST FORK PARCEL**  
Feb 2005 revised July 2005

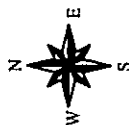
EXHIBIT  
**2A**

# West Fork Parcel

## Slope Map

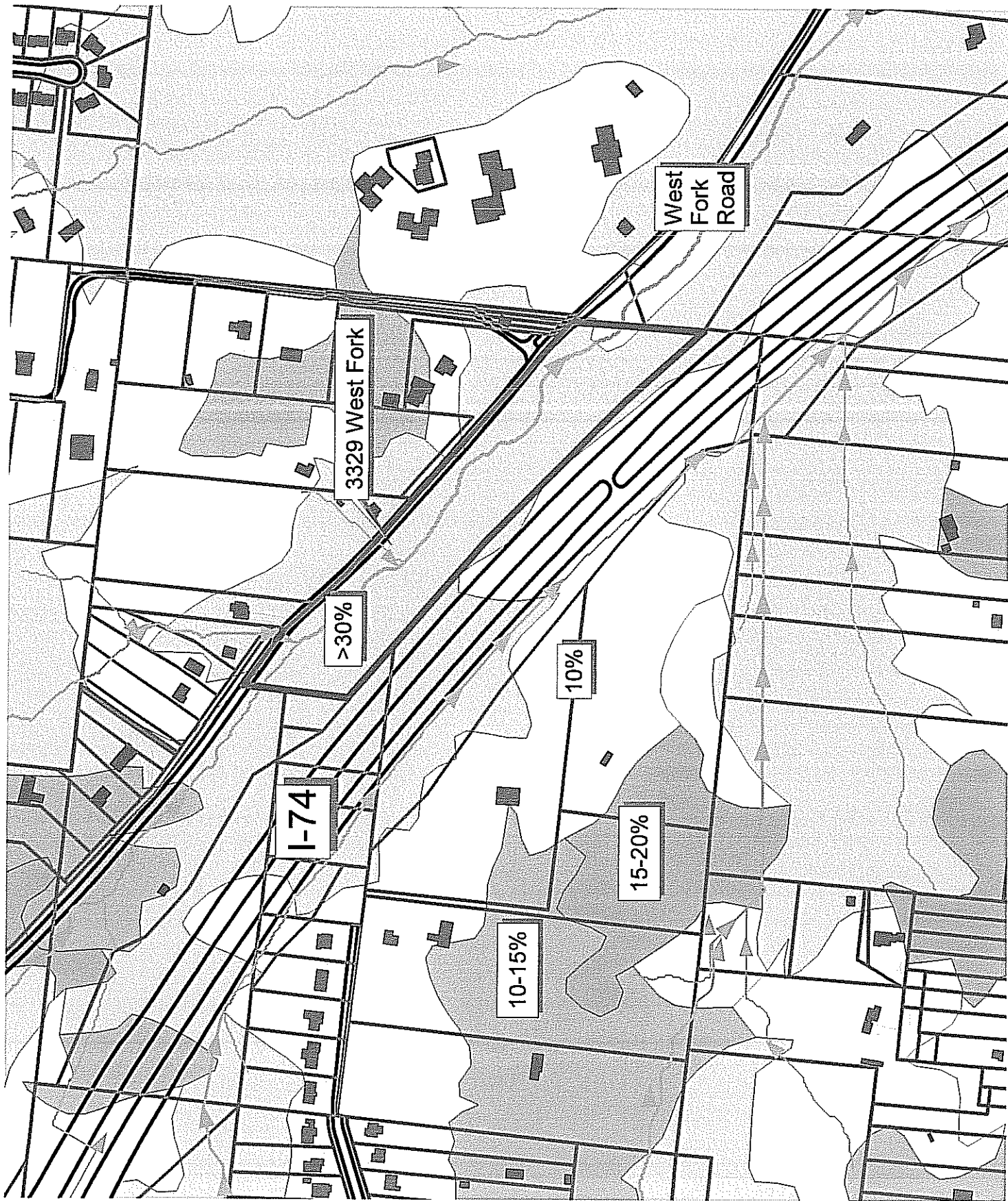
Slopes Within Parcel  $\geq 30\%$

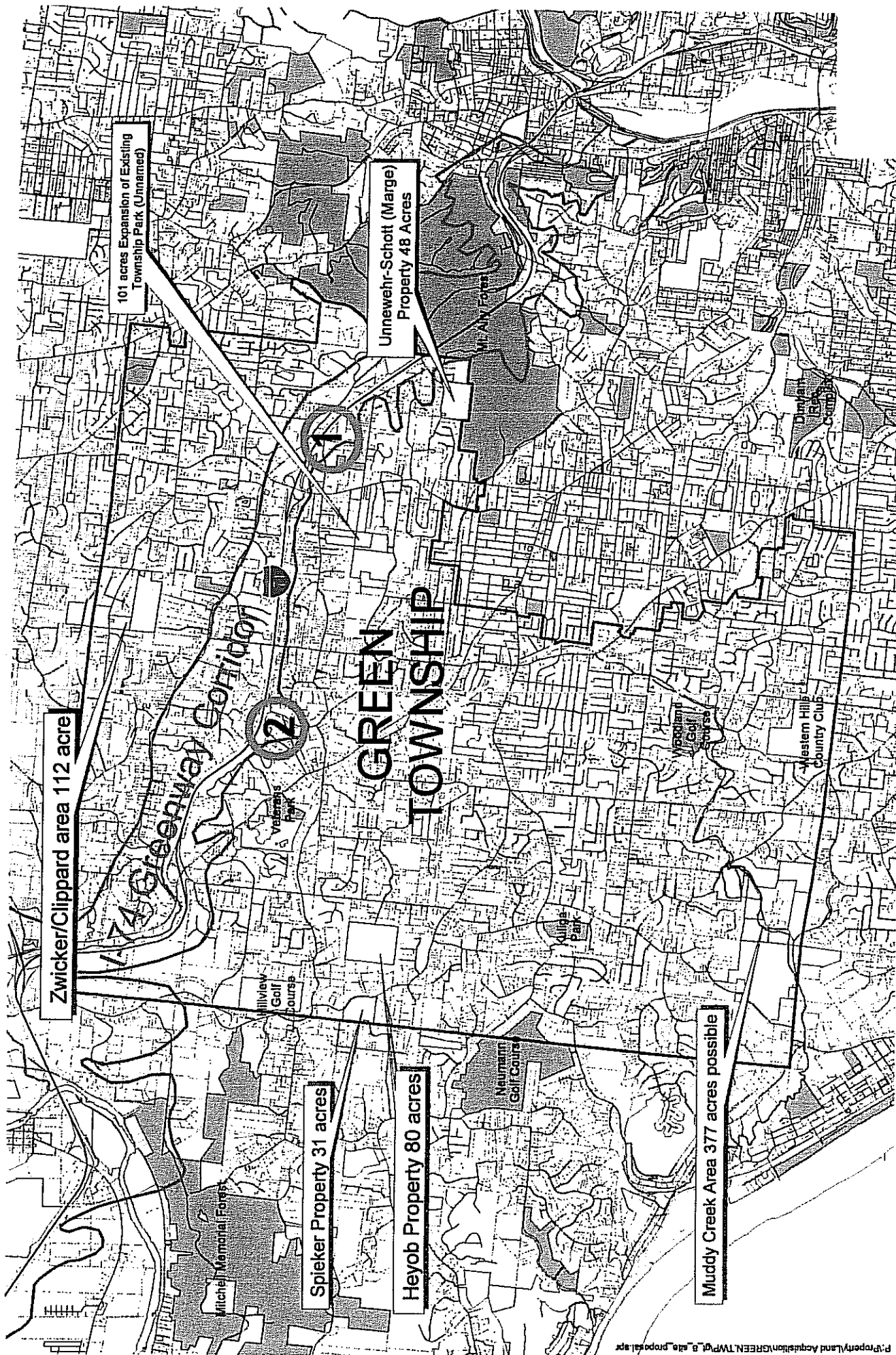
March 2005  
Revised  
July 2005



EXHIBIT

# 2B





# GREEN TOWNSHIP GREENSPACE PLAN

1: West Fork Parcel

2: Marygold Parcel

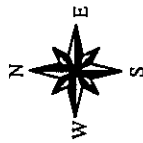
July 2005

EXHIBIT

3

# Soil Map

Ohio



July 2005

4A

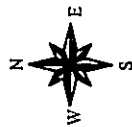


# West Fork Parcel

Soil Map

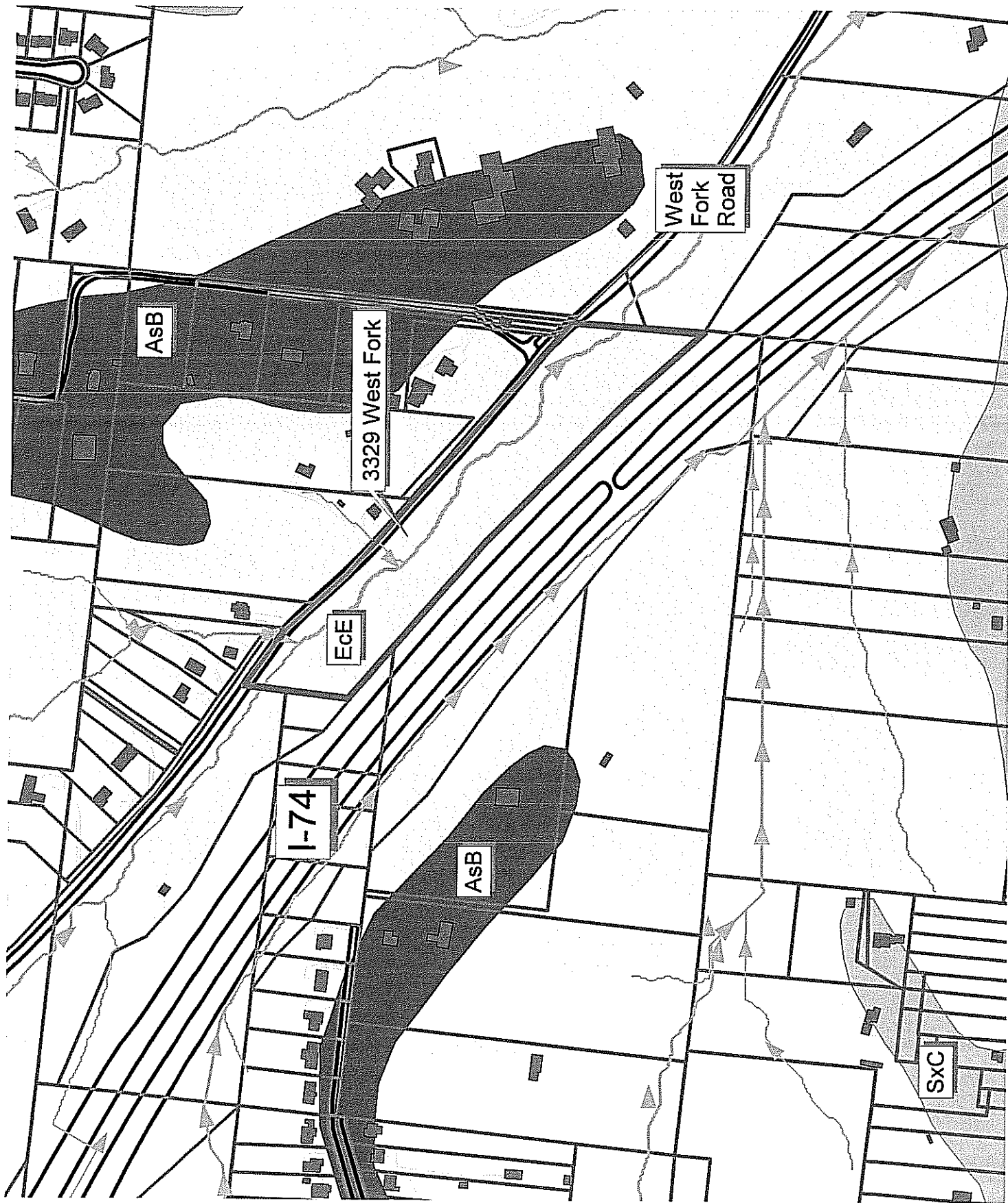
Entire Parcel is Highly Erodible EcE Soil

March 2005  
Revised  
July 2005



EXHIBIT

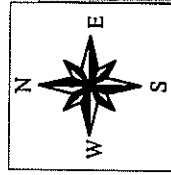
4B



# West Fork Parcel

## USGS Map

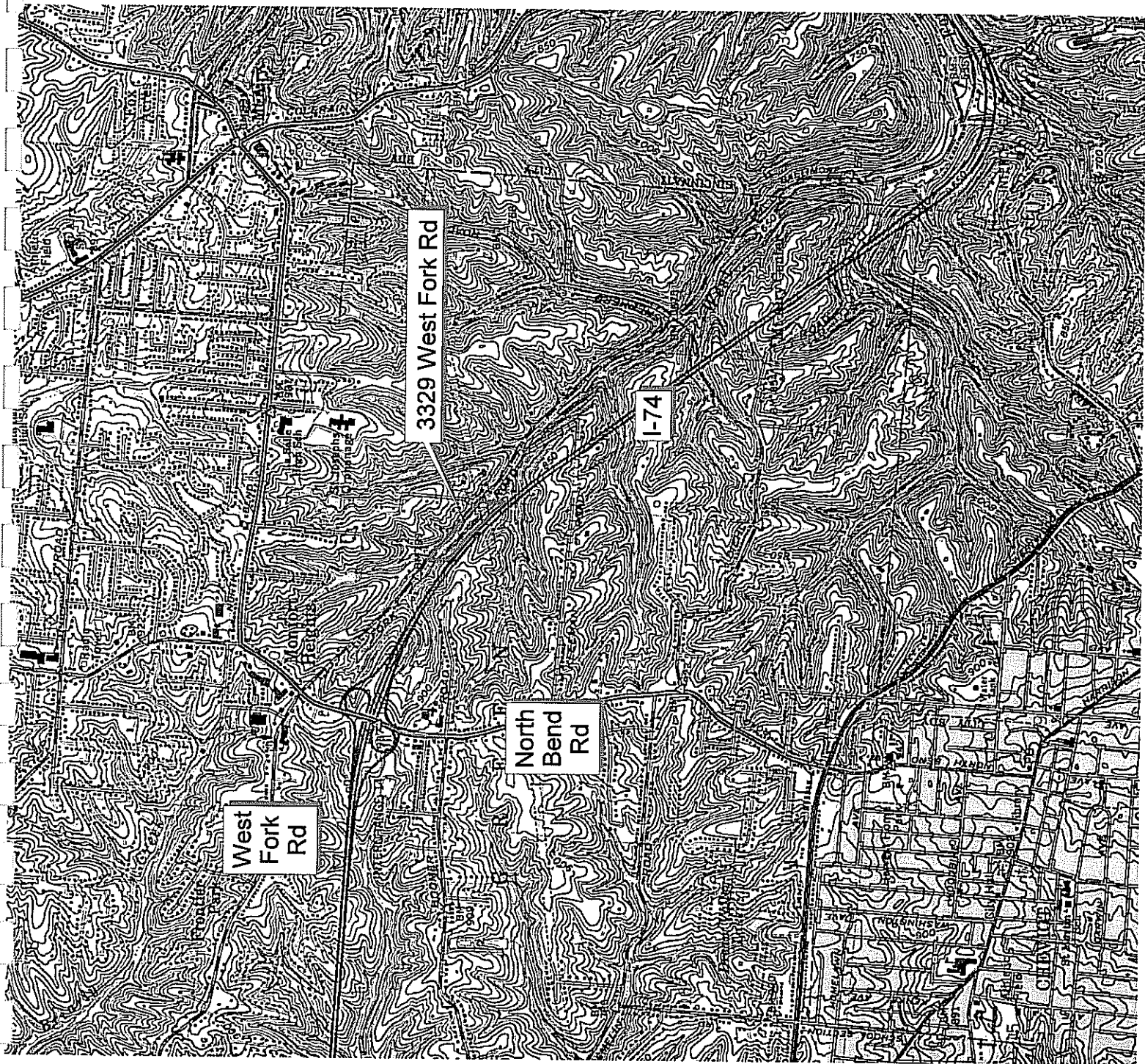
Cincinnati  
West  
Quadrangle



March 2005  
Revised  
July 2005

EXHIBIT

# 5A



# West Fork Parcel 2' Contours

March 2005  
Revised  
July 2005

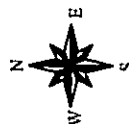
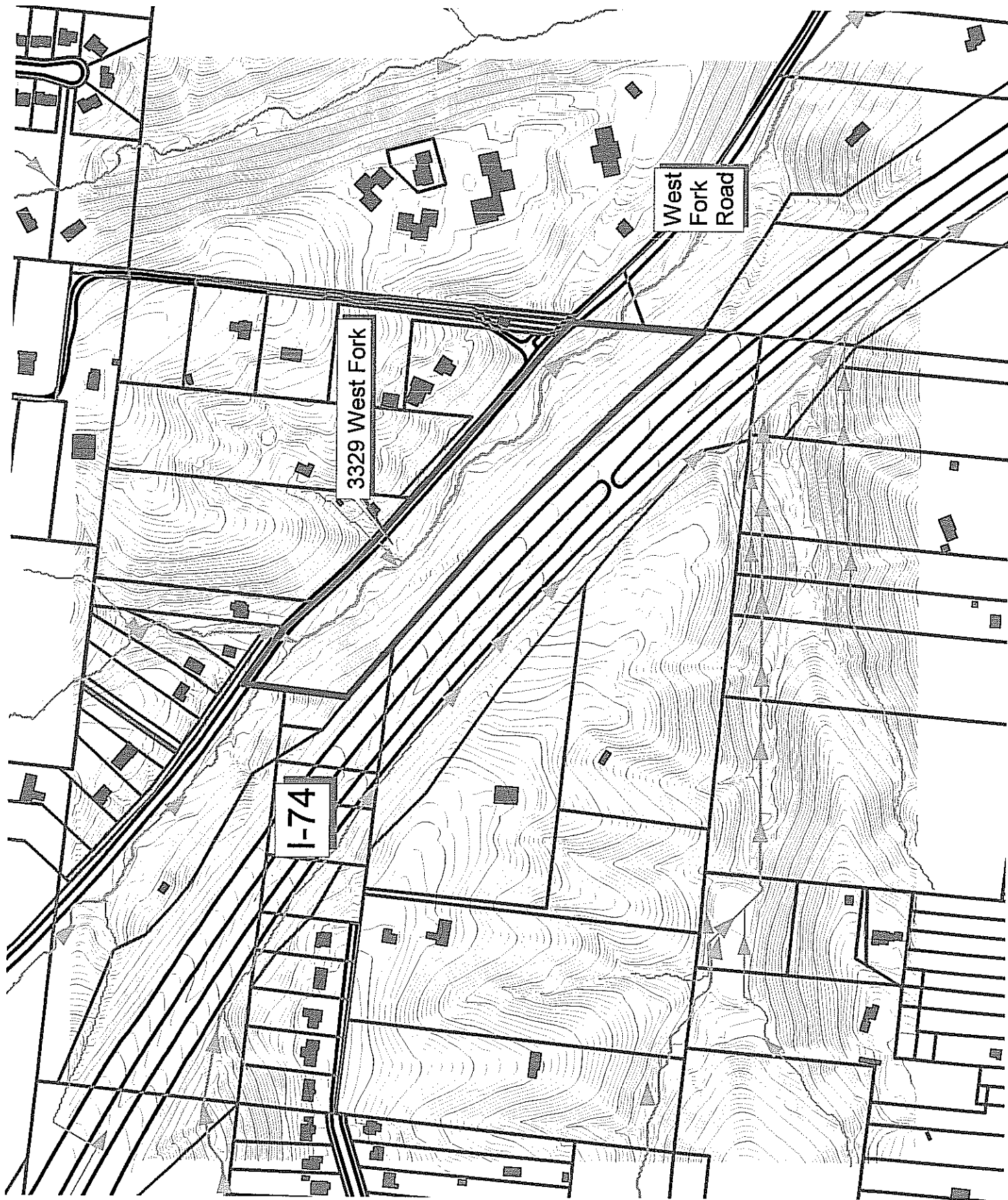


EXHIBIT  
**5B**





JUL - 2005

## Contract to Purchase

A product of the:  
CINCINNATI AREA BOARD OF REALTORS®, INC.  
Approved by Board Legal Counsel  
This is a legally binding contract. If not  
understood, seek legal advice. For real  
estate advice, consult a REALTOR®.



1. Sibcy Cline (Selling REALTOR® Firm) June 30 2005  
2. PROPERTY DESCRIPTION: I/We ("Buyer") offer to purchase from Seller ("Seller") the following described property known as  
3329 West Fork Road Cincinnati, Ohio ("Real Estate"), County of Hamilton  
State of Ohio Zip code 45211  
through Sibcy Cline, Inc. (Listing REALTOR® Firm).

3. PRICE AND TERMS: Buyer hereby agrees to pay \$ 54,900.00  
("Purchase Price") for the Real Estate, payable as follows:

4. EARNEST MONEY: \$ 500.00 ("Earnest Money") shall be deposited by \_\_\_\_\_  
upon written acceptance of this contract ("Contract"), in a trust account pending  
Closing, or returned to the Buyer if this offer is not accepted in writing. The Earnest Money shall be disbursed as follows: (i) If the transaction is closed, the  
Earnest Money shall be applied to Purchase Price or as directed by Buyer (ii) If either party fails or refuses to perform, or if any contingency is not satisfied or  
waived, the REALTOR® holding the Earnest Money shall retain the Earnest Money until (i) Buyer and Seller have delivered joint written instructions to  
REALTOR®; (ii) disposition has been ordered by a final court order; or (iii) the REALTOR® deposits the Earnest Money with the court pursuant to applicable  
court rules or by the rules of any arbitration procedure. Both Buyer and Seller acknowledge and agree that the REALTORS® will not make a determination  
as to which party is entitled to the Earnest Money. This clause is subject to any remedy available to REALTOR® by law.

5. BALANCE: The balance of the Purchase Price shall be paid by certified, cashier's, official bank, attorney or title company trust account check on date of Closing.

## FINANCING CONTINGENCY:

☐ NONE

☐ CONVENTIONAL LOAN: The Buyer's obligation to close this transaction is contingent upon Buyer applying for and obtaining: (a) ☐ fixed  
☐ adjustable or ☐ other first mortgage loan on the Real Estate, (b) in an amount not to exceed \_\_\_\_\_% of the purchase price,  
(c) at an interest rate ☐ at prevailing rates and terms ☐ not to exceed \_\_\_\_\_%, (d) for a term of not less than \_\_\_\_\_  
years or at a higher rate or shorter term agreeable to Buyer.

☐ FHA/VA: The Buyer's obligation to close this transaction is contingent upon Buyer applying for and obtaining (a) ☐ FHA, [(1) ☐ fixed or  
(2) ☐ adjustable] (including FHA closing costs) or ☐ VA (including VA funding fee) first mortgage loan in the maximum allowable amount (b) at an  
interest rate ☐ at prevailing rates and terms ☐ not to exceed \_\_\_\_\_%, (c) for a term of not less than \_\_\_\_\_ years or at a higher rate or  
shorter term agreeable to Buyer. Seller agrees to pay discount points and/or Buyer Closing costs not to exceed \_\_\_\_\_.

☐ Buyer has been provided the FHA For Your Protection: Get a Home Inspection disclosure and has signed same. When the Buyer is financing  
through FHA or VA, the Seller may be required to pay for certain fees. Check with your lending institution. Whole house inspection fees may be paid  
by the VA Buyer, but must be paid outside of the Closing. On FHAVA contracts, the appraiser is not deemed to be a whole house inspector.

☒ OTHER FINANCING: Grant -> Contingent upon receiving grant for  
from State of Ohio Clean Air Funds.  
Conservation etc

Buyer shall apply for financing within N/A calendar days after written acceptance of this Contract and will make a diligent effort to obtain financing.  
If Buyer or Buyer's lender does not notify Listing REALTOR® or Seller, in writing, that a loan commitment has been obtained, or waived by  
N/A, then Seller may, by written notice to selling REALTOR® or Buyer, terminate this Contract. BUYER IS  
RELYING ON BUYER'S OWN UNDERSTANDING OF FINANCING TO BE OBTAINED AS WELL AS THE LEGAL AND TAX CONSEQUENCES THEREOF, IF ANY.

7. INCLUSIONS/EXCLUSIONS OF SALE: The Real Estate shall include the land, together with all improvements thereon, all appurtenant rights,  
privileges, easements, fixtures and all of the following items if they are now located on the Real Estate and used in connection therewith: electrical;  
plumbing; heating and air conditioning equipment, including window units; bathroom fixtures; shades; blinds; awnings; curtain/drapery/traverse rods;  
window/door screens, storm windows/doors; shrubbery/landscaping; affixed mirrors/floor covering; wall-to-wall, inlaid and stair carpeting (attached or  
otherwise); fireplace inserts; fireplace screens/glass doors; wood stove; gas logs and starters; television aerials/rotor operating boxes/satellite dishes; water  
softeners; water purifiers; garage door openers/operating devices; built-in ranges/ovens/refrigerators/dishwashers/garbag  
compactors/humidifiers; all security alarm systems and controls; all affixed/built-in furniture/fixtures; utility/storage buildings or sheds; ingre  
swimming pools and equipment; swing sets/play sets; permanently affixed basketball backboard/pole; propane tank/oil tank and conten  
fence transmitters and collar receivers; and parking space(s) number(s) None and storage unit number None (where  
the following: which are leased in whole or in part (please check appropriate boxes); ☐ water softener; ☐ security/alarm system;  
☐ satellite dish. THE FOLLOWING ITEMS ARE SPECIFICALLY EXCLUDED FROM THE REAL ESTATE:

EXHIBIT

6

Buyer's Initials HTC Date Jun 30 2005 Seller's Initials JC BC Date 6-30-05

8. **PERSONAL PROPERTY:** Also included are the following items of personal property: none

Seller certifies that Seller owns all of the above personal property included in the sale and that they will be free and clear of any debt, lien or encumbrances at Closing except NO EXCEPTIONS. Seller further certifies that all of the above personal property included in the sale are and will be operational on the date of possession, except: NO EXCEPTIONS

9. **SELLER'S CERTIFICATION:** Seller certifies to Buyer that to the best of Seller's knowledge: (a) the Real Estate is zoned Residential, (b) ☐ is ☒ is not located in an Environmental Quality District, (c) ☐ is ☒ is not located in a Historic District, (d) ☐ is ☒ is not subject to a homeowner association charter established by recorded declaration with mandatory membership, (e) ☐ is ☒ is not subject to a homeowner association assessment, (f) ☐ is ☒ is not subject to a maintenance agreement, (g) ☐ is ☒ is not located in a flood plain, and, (h) no City, County, or State orders have been served upon Seller requiring work to be done or improvements performed except NO EXCEPTIONS of record. Seller further certifies that, to the best of Seller's knowledge, there are no encroachments, shared driveways, party walls, except: NO EXCEPTIONS of record

10. **Sex Offender Registration and Notification Laws:** In Ohio and Kentucky, sex offenders are required to notify sheriff's offices when they move into the area. Information regarding said notification may be obtained by contacting the local sheriff's office in Ohio or Kentucky. Buyers are relying on their own inquiry with the local sheriff's office as to registered sex offenders in the area and are not relying on the Seller or any REALTOR® involved in the transaction.

☐ Buyer(s) elect to research the presence of sex offenders residing in the area. Buyer(s) shall have \_\_\_\_\_ calendar days following written Contract acceptance to research said information. If Buyer(s) discover the existence of a registered sex offender living in the area, Buyer(s) shall notify the listing firm in writing and the Buyer(s) shall retain the option to void the contract. If written notification is not provided within the research period, then Buyer(s) shall be deemed to be satisfied and the contingency will be considered waived.

☒ Buyer(s) waive the right to a research period of the presence of sex offenders residing in the area.

11. **HOMEOWNER ASSOCIATION/CONDOMINIUM DECLARATIONS, BYLAWS AND ARTICLES:** If the Real Estate is subject to a Homeowner Association Declaration or is a Condominium, Seller will provide Buyer with a current copy of the Association Declaration, the Bylaws and the Articles of Incorporation and other pertinent documents as requested on or before N/A. Buyer shall have the right to disapprove of the Documents by delivering written notice of his disapproval on or before N/A ("Disapproval Date"). If written notice of disapproval is delivered by the Disapproval Date then this contract shall become null and void. Unless written notice is delivered by the Disapproval Date, Buyer shall be deemed to have approved the Documents and further agrees to accept title subject to the terms and conditions of same. Seller agrees, as a condition to Closing, to secure written approval for this sale if required by the Documents.

12. **PROPERTY DISCLOSURE FORM:** Buyer ☐ has ☒ has not received the state-mandated property disclosure form.

13. **MAINTENANCE:** Until physical possession is delivered to the Buyer, Seller shall continue to maintain the Real Estate, as described in Section 7, including the grounds and improvements thereon, in good condition. Seller shall repair or replace any appliances and/or equipment currently in normal operating condition that fail prior to possession. Seller further agrees that until physical possession is delivered to the Buyer, the Real Estate will be in as good condition as it is presently except for normal wear and casualty damage from perils insurable under a standard all risk policy. If, prior to Closing, the Real Estate is damaged or destroyed by fire or other casualty and the Real Estate is not repaired or restored by and at Seller's cost as it was prior to the damage or destruction, then Buyer has the option to terminate this Contract by written notice to Seller. While this Contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the written consent of the Buyer. Buyer and Seller agree that Buyer shall be provided the opportunity to conduct a walk-through inspection of the Real Estate within 48 hours prior to closing, solely for the purpose of ascertaining that the Real Estate is in substantially the same condition as it was at the time the Contract was executed, subject to reasonable wear and tear. Upon Closing, Buyer shall become responsible for any risk of loss and for insurance for the Real Estate.

14. **REAL ESTATE INSPECTION CONTINGENCY:** For purposes of this clause, time is of the essence. The Buyer has the option to have the Real Estate inspected at Buyer's expense. If the Buyer obtains an inspection of the Real Estate, on or before 30 calendar days ("Inspection Period") following written Contract acceptance and if the inspection reveals a material defect(s) and Buyer wants to request corrections, Buyer shall deliver written notification of the material defect(s) along with the relevant portion(s) of the inspection report(s) and the corrections desired to Subey Cline (Listing Firm) within the Inspection Period. Upon delivery of the notice, Buyer and Seller shall have \_\_\_\_\_ calendar days ("Settlement Period") to negotiate to reach a written agreement in settlement of the condition of the Real Estate. If settlement is not reached within the Settlement Period, then this Contract shall be null and void. For purposes of this paragraph, "material defects" do not include minor, routine maintenance items.

If Buyer is satisfied with the results of the inspection(s), then Buyer is to deliver written notification to Subey Cline (Listing Firm) within the Inspection Period stating Buyer's satisfaction with the report(s) and waiver of the inspection contingency.

IF BUYER DOES NOT DELIVER WRITTEN NOTIFICATION OF MATERIAL DEFECTS AND CORRECTIONS DESIRED, THEN BUYER SHALL BE DEEMED TO BE SATISFIED WITH THE INSPECTION REPORT AND THE CONTINGENCY SHALL BE CONSIDERED WAIVED. IF BUYER DOES NOT COMPLETE THE REAL ESTATE INSPECTION DURING THE INSPECTION PERIOD, BUYER'S RIGHT TO INSPECT SHALL BE DEEMED WAIVED. IT IS NOT THE INTENT OF THIS PROVISION TO PERMIT THE BUYER TO TERMINATE THIS AGREEMENT FOR COSMETIC OR NON-MATERIAL CONDITIONS.

Buyer's Initials HTC Date June 30, 2005 Seller's Initials pe BC Date 6-30-05

A. ☐ BUYER SELECTS A WHOLE HOUSE INSPECTION to determine the material physical condition of the house, land, improvements, fixtures, equipment, any additional structures, and any hazardous conditions on the Real Estate including any further inspections deemed necessary by the whole house inspector. (The whole house inspection may or may not include the inspections listed below.)

B. ☒ BUYER WAIVES A WHOLE HOUSE INSPECTION but chooses only the specific inspections as indicated below:

☐ Air Conditioning

☐ Structural

☐ Roofing

☐ Water Quality / Quantity

☐ Heating

☐ Radon

☐ Plumbing

☐ Mold

☐ Electrical

☐ Asbestos

☐ Well / Septic System

☐ Other: \_\_\_\_\_

C. ☒ BUYER WAIVES THE REAL ESTATE INSPECTIONS: listed in A and B above.

15. LEAD-BASED PAINT INSPECTION: Buyer has ☐ has not ☐ received the Seller's disclosure of any lead-based paint or lead-based paint hazards known to Seller on the Real Estate. Buyer has ☐ has not ☐ received the pamphlet "Protect Your Family From Lead in Your Home." Every Buyer of any interest in residential real property on which a residential dwelling unit was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. If the dwelling unit was built prior to 1978, Buyer has the right to inspect for lead, at Buyer's cost, for ten (10) days following Contract acceptance.

A. ☐ BUYER SELECTS THE LEAD-BASED PAINT INSPECTION pursuant to the attached Lead-Based Paint Inspection Addendum.

B. ☒ BUYER WAIVES THE LEAD-BASED PAINT INSPECTION.

16. TERMITE AND WOOD-BORING INSECT INSPECTION:

A. ☐ BUYER SELECTS A TERMITE AND WOOD-BORING INSECT INSPECTION: Buyer selects a Termite and Wood-Boring Insect Inspection, at Buyer's expense, to be performed within \_\_\_\_\_ calendar days from written acceptance of this Contract and shall be to Buyer's satisfaction. If the report is unsatisfactory to the Buyer, then Buyer and Seller have \_\_\_\_\_ calendar days to reach written settlement to correct the deficiencies or this Contract shall be null and void.

B. ☒ BUYER WAIVES A TERMITE AND WOOD-BORING INSECT INSPECTION.

17. BUYER'S INSPECTIONS: Inspections regarding the physical material condition and use of the Real Estate shall be the responsibility of the Buyer. BUYER IS RELYING SOLELY UPON BUYER'S EXAMINATION OF THE REAL ESTATE, THE SELLER'S CERTIFICATION HEREIN, AND INSPECTIONS HEREIN REQUESTED BY THE BUYER OR OTHERWISE REQUIRED, IF ANY, FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE REALTORS® INVOLVED WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.

18. OTHER CONTINGENCIES/AGREEMENTS: ☐ See attached Addenda, which are incorporated into this Contract: \_\_\_\_\_

19. HOME WARRANTY PROGRAM: Buyer has been informed that home warranty programs may be available to provide potential additional benefits to Buyer. Buyer ☐ selects ☒ does not select a home warranty to be provided by a company to be chosen by \_\_\_\_\_ and paid for by \_\_\_\_\_ at an amount not to exceed \_\_\_\_\_.

20. CONVEYANCE AND CLOSING: Both Buyer and Seller agree to execute all documents required by the closing/escrow agent. Seller shall be responsible for transfer taxes, conveyance fees, deed preparation, the cost of removing or discharging any defect, lien or encumbrance required for conveyance of the Real Estate as required by this Contract; and shall convey marketable title to the Real Estate by deed of general warranty or fiduciary deed, if applicable, in fee simple absolute, with release of dower, on October 31, 2005 or earlier as mutually agreed by the parties. Title shall be free, clear and unencumbered as of Closing, (1) except covenants, conditions, restrictions and easements of record which do not adversely affect the use of the real estate, (2) except No exceptions and (3) except the following assessments (certified or otherwise): No exceptions. Seller shall have the right at Closing to pay out of the Purchase Price any and all encumbrances or liens.

21. TITLE INSURANCE: Title insurance is designed to protect the policyholder of such title insurance for covered losses caused by defects in title (ownership) to the Real Estate that are in existence on the date the policy of title insurance is issued. Title insurance is different from casualty or liability insurance. Buyer is encouraged to inquire about the benefits of title insurance from a title insurance agency or provider. An owner's policy of title insurance, while not required, is recommended. A lender's policy of title insurance, if required by the mortgage lender, does not provide protection to the Buyer. Buyer acknowledges that it is Buyer's sole responsibility to make inquiries with regard to owner's title insurance prior to closing. Buyer's Initials HTC

22. PRORATIONS: There shall be prorated between Seller and Buyer as of Closing: (a) real estate taxes and installments of assessments as shown on the most recent official tax duplicate available as of the date of Closing, (b) homeowner/condominium association assessments and other charges imposed by the association under the terms of the Association/ Condominium Documents if applicable, and/or, (c) rents and operating expenses if the Real Estate is rented to tenants. Security and/or damage deposits held by Seller shall be transferred to Buyer at Closing without proration. Seller and Buyer acknowledge that actual bills received by Buyer after Closing for real estate taxes and assessments may differ from the amounts prorated at Closing; however, all closing prorations shall be final. Buyer shall assume responsibility for above items upon Closing.

Buyer's Initials

Date

Seller's Initials

Date

3. **POSSESSION AND OCCUPANCY:** Subject to rights of tenants, possession/occupancy shall be given ☒ at closing ☐ on or before \_\_\_\_\_ o'clock (A.M.) (P.M.) (Noon) on \_\_\_\_\_, or such earlier date that the Seller so notifies the Buyer. Until such time, Seller shall have the right of possession/occupancy free of rent, unless otherwise specified, but shall pay all utilities used. Seller shall order final meter readings to be made as of the occupancy date for all utilities serving the property and Seller shall pay for all final bills rendered from such meter readings. Seller acknowledges and agrees that prior to Buyer taking possession of the Real Estate, Seller shall remove all personal possessions not included in this Contract and shall remove all debris.

4. **AGENCY DISCLOSURES:** Buyer and seller acknowledge having reviewed the attached state-mandated agency disclosure statement(s). Buyer and Seller further acknowledge having reviewed and signed the attached state-mandated dual agency disclosure form (only if applicable in this transaction). If the Real Estate is located in Ohio, Buyer further acknowledges receipt of the minimum criteria of their REALTOR'S® brokerage policy describing, but not limited to, agency, dual agency, compensation and cooperation.

5. **AUTHORIZATION TO M.L.S.:** Seller and Buyer authorize REALTOR® to disclose this sales information to any Multiple Listing Service to which REALTOR® is member and the disclosure by M.L.S. to other M.L.S. participants, affiliates, governmental agencies or other sources authorized to receive M.L.S. information.

6. **SOLE CONTRACT:** The parties agree that this Contract constitutes their entire agreement and no oral or implied agreement exists. Any amendments and/or extensions to this Contract shall be in writing, signed by all parties and copies shall be included with all copies of the original Contract. This Contract shall be binding upon the parties, their heirs, administrators, executors, successors and assigns. Faxes are an acceptable method of communication in this transaction and shall be binding upon the parties.

7. **INDEMNITY:** Seller and Buyer recognize that the REALTORS® involved in the sale are relying on all information provided herein or supplied by Seller. Seller's sources and Buyer and Buyer's sources in connection with the Real Estate, and agree to indemnify and hold harmless the REALTORS®, their agents and employees from any claims, demands, damages, lawsuits, liabilities, costs and expenses (including reasonable attorney's fees) arising out of any misrepresentation or concealment of facts by Seller or Seller's sources and/or Buyer and Buyer's sources.

8. **ACKNOWLEDGMENT:** Buyer and Seller acknowledge that any questions regarding legal liability with regard to any provision in this contract, accompanying disclosure forms and addendums or with regard to Buyer's/Seller's obligations as set forth in a fully executed contract to purchase the Real Estate must be directed to Buyer's/Seller's attorney.

9. **EXPIRATION AND APPROVAL:** This offer is void if not accepted in writing on or before 5 o'clock (A.M.) (P.M.) (Noon) CINCINNATI TIME July 5, 2005. The Buyer has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy. Buyer certifies that the signatory(ies) below has/have full authority to enter into this agreement and that no additional signatories, spouse or otherwise, are necessary in order to purchase the property.

SEVEN CELARETH  
GREEN TWP.  
(Print Buyer's Name[s] Above)

BUYER

DATE

TIME

BUYER'S ADDRESS

BUYER

DATE

TIME

(Selling Agent)

30. **ACTION BY SELLER:** The undersigned Seller has read and fully understands the foregoing offer. Seller certifies that the signatory(ies) below has/have full authority to enter into this agreement and that no additional signatories, spouse or otherwise, are necessary in order to convey the property. Seller hereby: ☒ accepts said offer and agrees to convey the Real Estate according to the above terms and conditions, ☐ rejects said offer, or ☐ counteroffers according to the above modifications initialed and dated by Seller, which counteroffer shall become null and void if not accepted in writing on or before \_\_\_\_\_ o'clock (A.M.) (P.M.) (Noon) CINCINNATI TIME \_\_\_\_\_.

James S. Collins  
Beverly Collins  
(Print Seller's Name[s] Above)  
Carolyn Thomas  
(Listing Agent)

SELLER

DATE

TIME

SELLER

DATE

TIME

[ALL OWNERS AND SPOUSES OF OWNERS MUST SIGN.]

RECEIPT BY SELLING REALTOR®: DATE June 30, 2005 I hereby acknowledge receipt of \$500.00  
check # 24939 made payable to the REALTOR® Firm Subey Chue  
other \_\_\_\_\_ in accordance with terms herein provided.

Subey Chue Firm # 510015 By Carolyn Thomas Agent # 217642  
SELLING REALTOR® Firm  
SELLING REALTOR® phone / fax / other contact information 829-0044 (office) 652-6552 (cell) 829-4360 (fax)  
Subey Chue Firm # 510015 By Carolyn Thomas Agent # 217642  
LISTING REALTOR® Firm  
LISTING REALTOR® phone / fax / other contact information 829-0044 (office) 652-6552 (cell) 829-4360 (fax)  
FINAL ACCEPTANCE DATE OF CONTRACT IS 6/30/05 (to be completed by last signing party)



# AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 3329 West Fair Road Cincinnati Ohio 45211  
 Buyer(s): Green Township, Hamilton County Ohio 45247  
 Seller(s): James S & Beverly L. Collins

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

The seller will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

## II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage \_\_\_\_\_ represent both the buyer and the seller, check the following relationship that will apply:

- ☐ Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- ☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents \_\_\_\_\_ and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. If such a relationship does exist, explain: \_\_\_\_\_

## III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Candyn Thomas and real estate brokerage Subay Chae will

- ☒ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. If such a relationship does exist, explain: \_\_\_\_\_
- ☐ represent only the (check one) ☐ seller or ☐ buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

## CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

James S. Collins June 30, 2005 James S. Collins 6-30-05  
BUYER/TENANT DATE SELLER/LANDLORD DATE  
Green Township Administrator Beverly Collins 6-30-05  
BUYER/TENANT DATE SELLER/LANDLORD DATE

**Active**

S918982p+ W09MH 3329 West Fork Rd  
 City/Village Cincinnati Cnty Hamilton  
 Subd Monfort Heights Twp Green

Lot Subu Monfort Hts. LP\$ 69,900  
 State OH Zip 45211

**Property Type**

Single Family Lot



Lot 6.77 acres District Northwest SD-Hamilton  
 Acreage Elem Call SD 513-825-4600  
 Total 6.772 JHS/Mid Call SD 513-825-4600  
 Wooded High Call SD 513-825-4600  
 Cleared

**Pri/Acre\$**

Elevation Rolling

Wood Heavily

Gas At Street

Water At Street

Sewer Septic

Zoning Residential

**Frontage****Description**

Sa-Tax 180.12

TxRate n/a

Assmt Of record

Occupy At Closing

Easemn Of Record

I-74, Northbend, E West Fork.

Cross Street North Bend Road

Tax ID 5500074001000

Other

Spec Fin N

Auction N

**Deed Restrictions**

This Listing Courtesy of Sibcy Cline, Inc.

Over 6 acres. Enjoy privacy in your dream home surrounded by a wooded view. Convenient to major highways & shopping. Will work with builder for market home.

**Features**

Land Description 5 to 9.999 Acres

View Woods

Topography Stream/Creek

**Improvements**

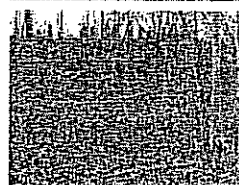
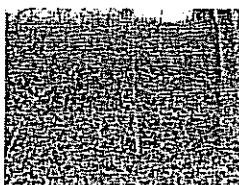
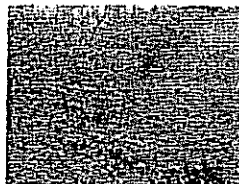
Utilities Avail Cable TV, Electricity, Gas, Telephone, Water

**Miscellaneous****Documents Avail**

Trees Oak

Accessible Transp City Street

Best Use Resid. Single Family



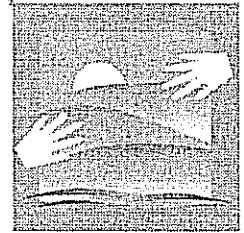
This listing is Active Report Prepared by

Thomas B Cissell  
 RE/MAX CTS, Realtors  
 8890 Colerain Ave  
 Cincinnati, OH 45251

Contact Phone 513-385-1200  
 Office Phone 513-385-1200  
 Fax Phone 513-245-6260  
 Cell Phone 513-379-8805  
 E-Mail tbcissell@hotmail.com

# THE LAND CONSERVANCY OF HAMILTON COUNTY, OHIO

5200 Race Rd., Cincinnati, OH 45247 TEL (513) 574-1849  
FAX (513) 574-2981 WEBSITE [www.LandConservancyHC.org](http://www.LandConservancyHC.org)



Member  
LAND TRUST ALLIANCE  
[www.lta.org](http://www.lta.org)

March 24, 2005

Green Township Board of Trustees  
Mr. Charles Mitchell  
Mr. Anthony Upton  
Mr. Steve Grote

Gentlemen,

We gratefully support your applications to the 2005 Clean Ohio Conservation Fund to purchase and protect two parcels in the I-74 Greenway, and appreciate your financial contribution in providing the local match.

The I-74 Greenway project, initiated in 2001, is our ongoing conservation effort. The 6.7-acre parcel at 3329 West For Rd., and 3.4-acre parcel at Marygold, have been identified as high priority acquisitions, important links in the existing chain of preserved properties. These two new parcels will add important forested, riparian land to the Green Township section of the Greenway.

Green Township can take credit that the first half-mile of preserved land along I-74 is located in the township, thanks largely to your recent purchases. This demonstrates that the ultimate protection of the entire Greenway is an achievable goal, with Green Township leading the way.

On behalf of the Board and members of the Land Conservancy, and all the citizens of Green Township, thank you most sincerely for your efforts in applying to the Clean Ohio Conservation Fund to protect this land.

Yours truly,

Roland Johnson  
President

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Richard Minges Sr.  
Robert L. Neal, Sec.  
Donald J. Patrick  
Eric Russo/The Hillside Trust  
Dan Taphorn/ HC Soil  
& Water Conservation  
Susan Ulrich

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Donald Minges  
John A. Rebel  
William Reichling

*Land conservation protects our natural heritage and benefits our qu*

EXHIBIT  
**8A**



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(513) 521-PARK (7275) • [www.greatparks.org](http://www.greatparks.org)

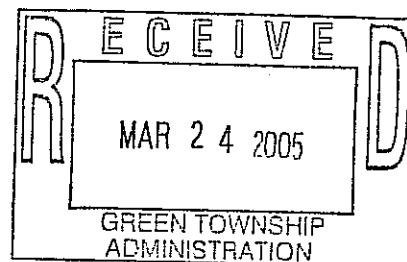
**Board of Park Commissioners:**

NANCY R. HAMANT • ROBERT A. GOERING • JAMES E. BUSHMAN

**Director JACK SUTTON**

March 22, 2005

Mr. Kevin Celarek  
Administrator  
Green Township  
6303 Harrison Avenue  
Cincinnati, OH 45247-6498



RE: 2005 Clean Ohio Conservation Program Applications

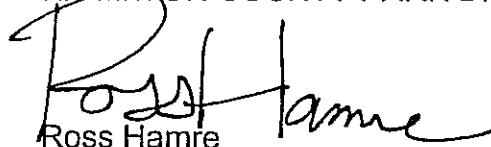
Dear Kevin:

I am writing to express support by the Hamilton County Park District for Green Township's application for 2005 Clean Ohio Conservation Program funds. I understand you are partnering in the application with The Land Conservancy of Hamilton County, and the parcels you are proposing to purchase are the Collins tract located at 3329 West Fork Road and the Geluso – Marygold tract at I-275.

The parcels that Green Township proposes to purchase are within the I-74 corridor, an area that has been identified by the Park District as a high priority area for preservation of greenspace. The views of the forested hillsides within the corridor are a unique natural feature enjoyed by the citizens of Hamilton County and visitors to this region. The Hamilton County Park District supports your proposed partnership to protect greenspace within the I-74 corridor.

Sincerely,

HAMILTON COUNTY PARK DISTRICT

  
Ross Hamre  
Planning Director

RH/s

cc: Mr. Jack Sutton, Director, HCPD

**MISSION STATEMENT**

*"To preserve and protect natural resources and to provide outdoor recreation and education in order to enhance the quality of life for present and future generations."*

**EXHIBIT**

**8B**

# VIEWSHED 3329 WEST FORK ROAD PARCEL



1. 6.7-acre parcel has 1300 ft. (1/4 mi.) frontage on N side of I-74 July 2005



2. Viewing down West Fork Road from near North Bend Road.

Wooded parcel is in distant center.

July 2005



**VIEWSHED**  
**3329 WEST FORK**  
**ROAD PARCEL**

5. South side of West Fork Road showing "For Sale" sign February 2005



6. 6.7-acre parcel has 1300 ft. (1/4 mi.) frontage on S side of West Fork Road  
 July 2005



## INTERIOR VIEWS

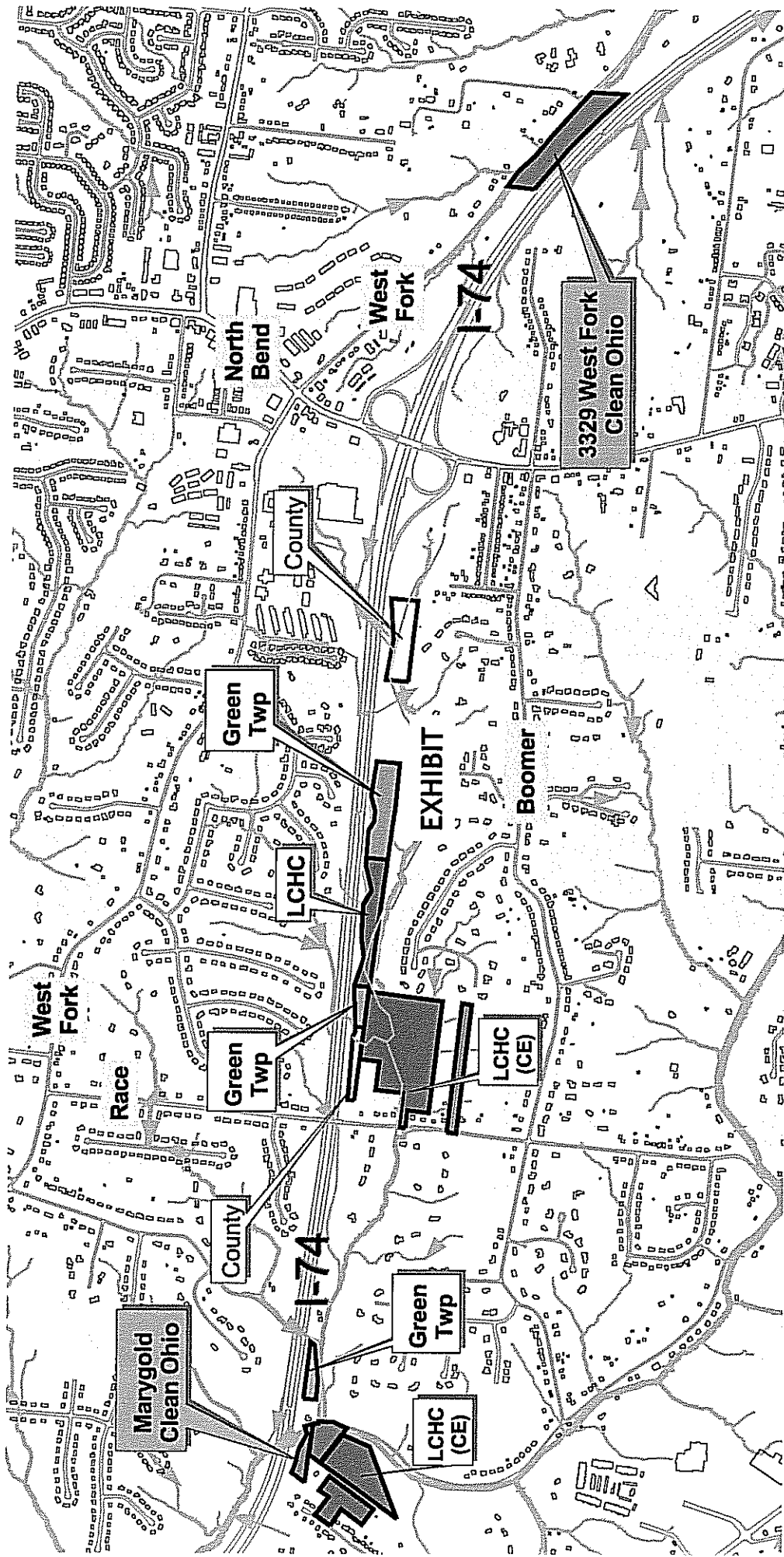
3329 WEST FORK  
ROAD PARCEL

3. Viewing NW along West Fork Creek riparian corridor July 2005



4. Viewing SE along West Fork Creek riparian corridor, uphill  
to ridge at I-74 February 2005

# I-74 Greenway/Green Township Properties





## Monfort Heights • White Oak Community Association

P.O. Box 11342 • Cincinnati, Ohio 45211

March 21, 2005

Messrs. Grote, Mitchell and Upton  
Green Township Trustees  
Green Township Administrative Complex  
6303 Harrison Avenue  
Cincinnati, Ohio 45247

Re: Clean Ohio Conservation Fund Grant Application

Gentlemen:

We understand that Green Township is applying for grant funds to assist in the proposed Purchase, for conservation purposes, of two parcels of land located in the I-74 corridor near North Bend Road. One parcel of 6.7 acres is a wooded hillside with 1300 feet of frontage along West Fork Road and I-74, and includes the headwaters of West Fork Creek. The other parcel, with 3.4 acres, is a wooded hillside with frontage on Haft and Johnson Roads, and includes the convergence of two branches of Taylor Creek.

One of these parcels is located near the North Bend Road/I-74 interchange which our Association worked to beautify nearly a decade ago and has maintained since then with plantings of trees, shrubs, flowers and grasses, and routine summer grass mowing. We strongly support Green Township's proposal to acquire the additional parcels of land along I-74 and preserve them for the future as conservation property. The parcels would provide an important addition to the nearly half-mile length of lands along this scenic corridor that already are protected against development through conservation easements or public ownership. Accomplishing this will help protect these fragile riparian areas against further contamination, provide for natural absorption and recharge of groundwater, and help protect the steep hillsides against erosion. The acquisition also would preserve the natural wildlife corridor that exists along this area. Beyond these environmental considerations, preserving these wooded parcels will help preserve the sources of clean air that these forests provide along a heavily traveled interstate highway, offsetting to some extent the air and noise pollution from the traffic.

In addition to all these considerations, preserving these parcels as "forever green" against the growing pressures of development will maintain the natural beauty of this scenic corridor for all the persons who travel this corridor, including the residents of Green Township who use this entrance to our community.

Our Association appreciates and supports your efforts to find the means to acquire these parcels, and strongly supports the Township's application for Clean Ohio Conservation Funds grant monies to assist in their acquisition.

Sincerely,

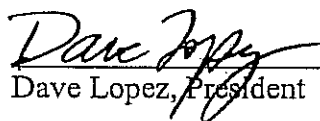
  
Dave Lopez, President

EXHIBIT  
**12A**



March 18, 2005

Mr. Chuck Mitchell, Township Trustee  
Mr. Anthony Upton, Township Trustee  
Mr. Stephen Grote, Township Trustee  
Green Township Administration Bldg.  
6303 Harrison Ave.  
Cincinnati, OH 45248

soil and water

CONSERVATION

DISTRICT

Gentlemen,

On behalf of the Hamilton County Soil & Water Conservation District, I am writing to enthusiastically support Green Township's plans to acquire two new parcels to augment the I-74 Scenic Greenway Plan. This seems like an ideal project for the Clean Ohio Fund.

I have reviewed both parcels and I was pleased to see that Parcel #1 will assist in protecting the headwaters of West Fork Creek. The 30% slope and Eden soils of this parcel make this a very fragile area. By protecting the riparian corridor and the hillside, this plan will not only benefit water quality in the Mill Creek Watershed, but also maintain the unique view shed.

Parcel #2 has the same slope and soils characteristics and will greatly benefit the Great Miami Watershed as well as the I-74 view shed. You are all to be commended for having the foresight to preserve these irreplaceable natural areas. The collaboration on this Greenway project between Green Township, the Hamilton County Park District and the Land Conservancy of Hamilton County is inspiring. This is a great example of how government and community organizations should cooperate to retain the character of their community.

Hamilton County Soil & Water Conservation District will be happy to join your partnership by supplying any technical expertise you need. Please do not hesitate to contact me.

Sincerely yours,

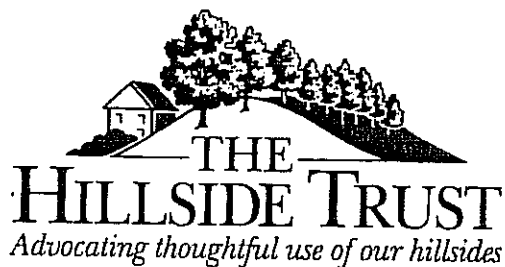
Holly Utrata-Halcomb  
Administrator

29 Triangle Park Drive

Suite 2901

Cincinnati, Ohio

45246 3411



March 23, 2005

Green Township Trustees  
Green Township Administration Building  
6303 Harrison Ave  
Cincinnati, OH 45247

Dear Township Trustees:

I am submitting this letter in strong support of your multiple applications to the Natural Resource Advisory Council's (NRAC) Clean Ohio Fund, seeking financial assistance for the acquisition of two separate parcels of hillside land along I-74.

Both parcels are located within important riparian corridors, the permanent preservation of which would help protect natural stream channels, functioning floodplains, natural habitat, streamside forests and, in the case of the 3329 West Fork Road parcel, a headwater stream of the Mill Creek. In addition to their steep slopes, both properties figure prominently within the magnificent I-74 Scenic Greenway of western Hamilton County.

As you know, this greenway corridor is beginning to receive long-overdue attention. Green Township, Hamilton County Parks, and the Land Conservancy of Hamilton County have identified the corridor as a conservation project and have begun acquiring property within it. In 1990, The Hillside Trust recognized the visual and ecological sensitivity of both subject parcels, along with their susceptibility to future development. Understandably, The Hillside Trust is very pleased with the progress now being made to permanently protect the I-74 Greenway, and it wholeheartedly endorses Green Township's current efforts to preserve another 10+ acres of critical hillside lands within this corridor. Thank you.

Sincerely,

Eric Russo  
Executive Director

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STAN HEDEEN

JECKERJNG, AIA

GGY KELLY

GARY MEISNER, FASLA

DR. DAVID NASH

MARY RIESTENBERG

HARD D. SPOOR, ESQ.

EXECUTIVE DIRECTOR  
ERIC RUSSO

ASSISTANT  
AM PARRILLO



March 21, 2005

Messrs. Charles Mitchell, Anthony Upton and Stephen Grote  
Green Township Trustees  
Township Administration Building  
6303 Harrison Avenue  
Cincinnati, OH 45248

Located on the banks of Mill Creek at:  
1617 Elmore Court  
Cincinnati, Ohio 45223  
Telephone: (513) 731-8400  
Fax: (513) 731-8404  
Email: [info@millcreekrestoration.org](mailto:info@millcreekrestoration.org)  
Website: [www.millcreekrestoration.org](http://www.millcreekrestoration.org)

Dear Green Township Trustees:

This is to express Mill Creek Restoration Project's support for Green Township's application to the Clean Ohio Conservation Fund for the purpose of purchasing Parcel #1, a 6.7-acre forested hillside property located within the headwaters of West Fork Creek in Monfort Heights.

MCRP endorses your efforts to conserve this parcel that is helping to protect the sensitive headwaters of West Fork Creek and that contains functioning floodplains, wildlife habitat and streamside forests. This effort is important to the regeneration of the Mill Creek watershed.

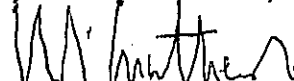
Further, MCRP appreciates and commends the vision and action of Green Township, the Land Conservancy of Hamilton County and other partners in establishing the I-74 Greenway. This interstate green corridor program will connect the Mt. Airy, Mitchell Memorial and Miami-Whitewater Forests together and eventually the Great Miami and Mill Creek watersheds. The I-74 Greenway also supports the goal of establishing a regional network of greenspace in southwest Ohio and Greater Cincinnati.

We wish you every success in this worthwhile endeavor and good luck with the Township's COCF grant application.

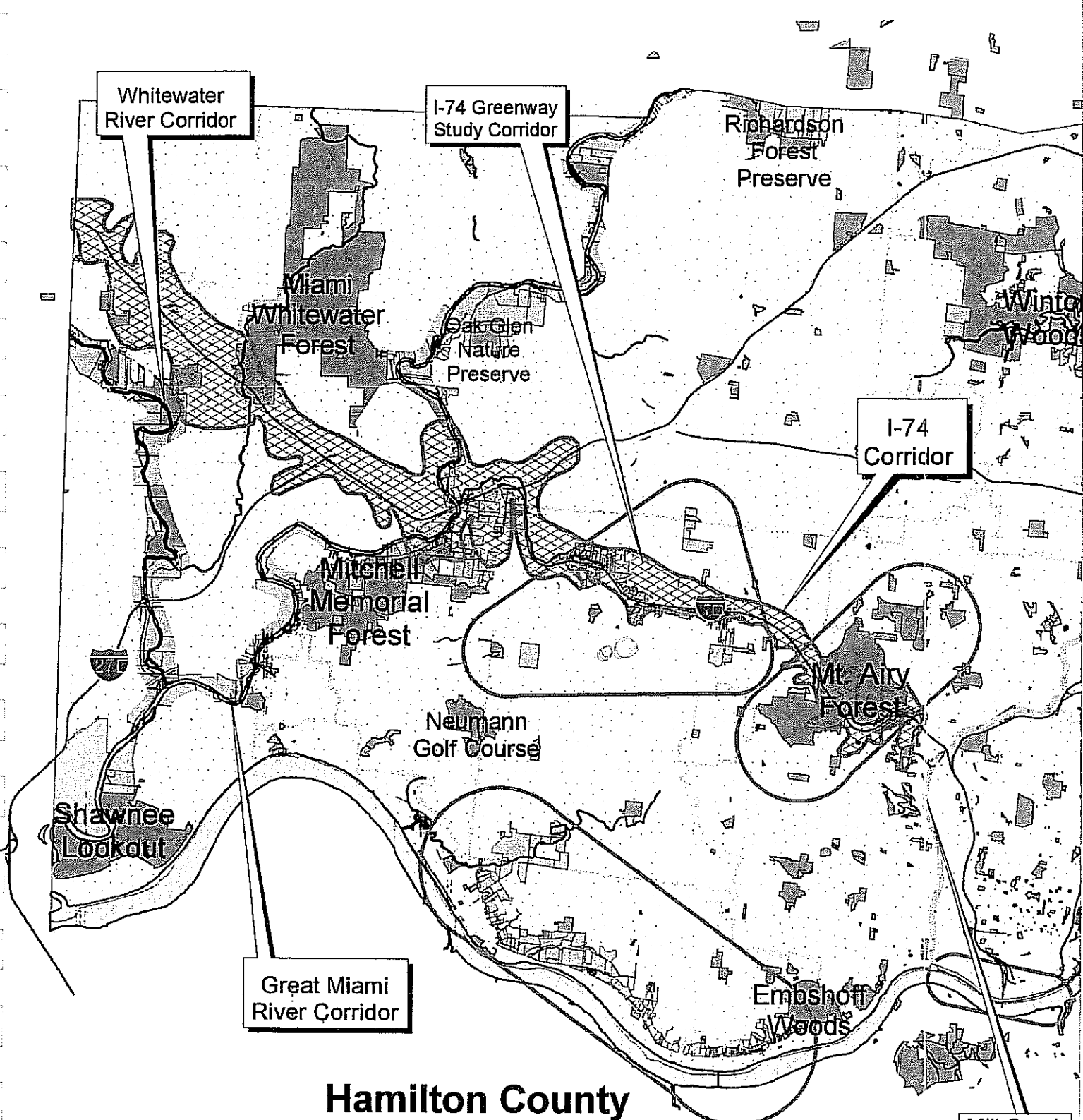
BOARD OF TRUSTEES

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Brewster Rhoads, Vice-President  
John Hunter, Secretary  
Thomas Brush, Esq.  
Ruth Cronenberg  
Kees DeJong, Ph.D.  
Leonard H. "Mike" Fremont

With all best wishes,

  
Robin Corathers  
Executive Director

Robin Corathers, Executive Director  
Lora Alberto, Education and Training Director  
Robert Elkin, C.P.G., Project Manager  
Phyllis Ensign, Office Manager/Development Officer  
David Gosse, Aquatic Ecologist/Project Manager



# **Hamilton County Potential Greenspace Preservation Opportunities**

-  Existing Public Park and Open Space
-  Potential Greenspace Preservation Area
-  Potential Greenspace Cooperation Areas

Hamilton County Natural Resources Assistance Council

Ohio Public Works Commission - District 2

## CLEAN OHIO CONSERVATION PROGRAM

**Scoring Methodology for Grant Applications**

(For definition of terms, refer to attached Ohio Conservation Fund Glossary of Terms)

Project Name: I-74 Greenway  
 Applicant Name: \_\_\_\_\_  
 Applicant Contact: \_\_\_\_\_ State Code: \_\_\_\_\_  
 Rating Team: \_\_\_\_\_

**PART I: PRELIMINARY SCREENING**

YES NO

☒ ☐ Applicant is eligible entity (Note: NRAC Committee may require documentation of cost-effectiveness)☒ ☐ Complete application received by deadline☒ ☐ Applicant has included a soils map and a topographic map.☐ ☐ Applicant has either a certified copy of a signed letter of intent, or original signature(s) from seller, indicating he/she is willing to sell the subject property (or sell a conservation easement on it) for preservation purposes, and that this land or easement acquisition will be completed within 6 months of receiving grant (or funding may be revoked).☒ ☐ Project funded during this round will be completed within 24 months of grant acceptance (or funding may be revoked).☐ ☒ NRAC Funds are used to cover administrative costs (If yes, please list specific costs).☒ ☐ Applicant is ready and able to complete project (if the project is not initiated within 6 months the grant may be revoked)

Project purpose must involve at least one of the following from A. or B. below:

**A. Open Space** (per Ohio Revised Code Section 164.22 A)☐ acquires land for parks☐ acquires land for public forests☐ acquires land for wetland preservation or restoration☐ acquires land for natural areas protecting endangered species☐ acquires land for other natural areas, including hillsides and valleys☒ ☐ acquires land for connecting corridors for natural areas☐ openspace acquisition☐ permanent conservation easement☐ constructs or enhances facilities necessary to make open space area accessible & useable by the general public**B. Riparian Corridors or Watersheds** (per Ohio Revised Code Section 164.22 B)☐ Protects or enhances riparian corridors and watersheds, including the protection and enhancement of streams, rivers and other waters of the state. (Affected watersheds or sub-watersheds must be identified)

**C. Would the project:**

**YES NO**

- ☐ ☐ initiate or perpetuate hydromodification projects such as dams, ditch development or channelization?
- ☐ ☐ fund current legal obligations (such as fines, penalties, litigation, expenses, mitigation or reclamation) under state or federal laws or local ordinances?
- ☐ ☐ fund facilities other than those required to provide public access to or use of openspace?
- ☐ ☐ fund facilities for active recreation, such as tennis courts, ball fields or recreation centers.
- ☐ ☐ fund bridges other than foot bridges, walk/bike trails (with NRAC funds)

*If Yes to any of the above in Section C, the project is ineligible (Section 164.22, ORC).*

*If project meets Part I requirements (Preliminary Screening), continue to Part II, III and IV.*

*Any applicant submitting false, misleading documentation in any application shall be excluded from funding consideration in the particular program year being applied for. Furthermore the applicant shall be penalized in future funding years up to 5 points a year for a maximum of 2 years.*

**PART II: PROJECT EMPHASIS**

NRAC's shall consider all the following in approving or disapproving a grant: Does the project emphasize (document in application) the following pursuant to Section 164.22, ORC? TWO (2) POINTS EACH (36 POINT MAXIMUM). Please refer to Glossary of Terms.

**OPEN SPACE**

1. ☐ reduces or eliminates non-native, invasive species of plants (and revegetates with native species).
- ✓ 2. 2 preserves or increases high quality, viable habitat for plant or animal species, including native species.
3. 2 preserves or restores other natural features that contribute to quality of life and state's natural heritage.
4. ☐ incorporates aesthetically pleasing and ecologically informed design including sensitivity to the terrain, natural resources and heritage of the property.
5. ☐ enhances educational opportunities and provides physical links to schools and after school centers.
6. 2 includes linkages to other parks, openspace/greenspace preserves, population centers, and lower income areas.
7. 2 supports openspace/greenspace planning, and preserves lands as recommended within previously identified planning or natural resource management documents.
- 6 8. 2 provides access to natural areas that result in recreational, economic, or aesthetic preservation benefits.
9. ☐ provides or enhances areas where safe fishing, hunting and trapping may take place in a manner that will preserve balanced natural ecosystems.
10. ☐ enhances economic development that relies on recreation and ecotourism in areas of relatively high unemployment

**RIPARIAN CORRIDOR**

12. 2 preserves or restores functioning floodplains, including groundwater recharge areas.
13. 2 preserves or restores water quality and/or aquatic biological communities.
14. 2 preserves or restores natural stream channels.
15. 2 preserves or restores streamside forests, native vegetation or adjacent habitat.
16. ☐ preserves existing high quality wetlands or restores wetlands.

PART II. Continued

17. 2 permanent acquisition of riparian corridors, watersheds, forested hillsides, or greenspace linkages.
18. \_\_\_\_\_ plants vegetation or reforests lands for filtration to improve water quality, or to control stormwater runoff.
19. 2 preserves headwater streams.

PART II SCORE: 210 18

PART III: NRAC SCORING METHODOLOGY - Required

NRAC's shall consider the following in approving or disapproving a grant:

1. Percentage of Clean Ohio matching funds necessary to complete project  
(Local match can include bargain sales, where seller provides at least a 25% price reduction below fair market value as a matching contribution).

75 % 2 74-70% \_\_\_\_\_ 69-65% \_\_\_\_\_ 64-60% \_\_\_\_\_ <60%  
(required-0 pts) (2 pts) (6 pts) (8 pts) (10 pts)

- ☐ 2. Level of collaborative participation: Participation means active involvement through in-kind services or funding as defined by District 2 NRAC (LETTER OF SUPPORT IS REQUIRED). (give 1 point if any of the following are met up to a maximum of 3 pts):

\_\_\_\_\_ local political subdivisions \_\_\_\_\_ state agencies \_\_\_\_\_ federal agencies

\_\_\_\_\_ community organizations 1 conservation organizations \_\_\_\_\_ local business groups

- ☐ 3. Level of conservation coordination with other Openspace, Riparian Corridor, Farmland Protection or Urban Revitalization Projects under the Clean Ohio Fund in this or other Public Works Commission districts (PLEASE DOCUMENT).

\_\_\_\_\_ is a joint project in more than one district (2 pts)

\_\_\_\_\_ is a joint project in this district (1 pt)

\_\_\_\_\_ carries out an adopted community, watershed or other plan overlapping another district (1 pt)

4. Community benefits: Relative economic, social/recreational and environmental benefits the proposed project will bring to the geographical area represented by the NRAC as compared to other projects.

2 economic  
(2 pts)

2 social/recreational  
(2 pts)

5. Extent of public access once project is completed (if applicable check one, maximum 2 pts)

\_\_\_\_\_ The project includes the construction or enhancement of facilities (not funded by NRAC) that are necessary to make an open space area accessible and useable by the general public (2 pts).

2 Is a fee simple acquisition of lands for the purpose of making riparian corridors accessible and useable by the general public (2 pts).

6. Operation and Maintenance once project is completed

4 operation plan and infrastructure, if appropriate, in place (4 pts)

\_\_\_\_\_ operation plan, no infrastructure (2 pts)

\_\_\_\_\_ limited operation plan, volunteers available (1 pt)

\_\_\_\_\_ no operation or maintenance plan in place (0 pts)

7. Project Management Experience of similar or related projects )DOCUMENTATION REQUIRED IN APPLICATION)

3 successfully completed 3-5 similar projects in the last 10 years (3 pts)

\_\_\_\_\_ successfully completed 1-2 similar projects in the last 5 years (2 pts)

\_\_\_\_\_ has partnered on at least one similar project in the last 5 years (1 pt)

PART III SCORE: 15

PART IV: COMPLIANCE WITH HAMILTON COUNTY PRIORITIES

The NRAC may adopt additional criteria which reflect local priorities as long as the criteria compliment, and do not negate, PARTS 1-111 which carry out ORC Sec. 164.20-164.27.

1. Community Planning: Project is in concert with publicly-adopted regional, local neighborhood or community advisory association plan, watershed plan, or greenspace plan (may include adoption by governing bodies, planning commissions, park districts or similar boards or commissions appointed by the governing body of a political jurisdiction). (3 pts). 3

2. Natural Resource Viability: How important is the project to the viability of the natural resources affected by the project (VERIFIABLE DOCUMENTATION REQUIRED) (give 1 point for each that applies, 3 point maximum):

- ☐ protects a federally listed endangered species or biological community
- ☐ protects more than 5 State Natural Heritage Inventory (NHI) endangered species
- ☐ protects 1-5 State NHI ranked rare species
- ☐ protects a high quality example of a regionally endangered biological community
- ☐ protects a threatened biological community or important example of Ohio's natural heritage. Part IV, 4

3. Project preserves or naturally restores steep hillsides with slopes of 20% or greater and/or project preserves or naturally restores steep slopes of 20% or greater in combination with stream bank erosion control measures (3 pts). 3

4. Project preserves or enhances undeveloped lands along viewsheds of major highway and transportation corridors (3 pts). 3

5. Project protects highly erodable lands or hydric soils (3 pts). 3

6. Project addresses a situation where action must be taken now or opportunity will be lost forever (3 pts) (Documenting evidence as to how opportunity will be lost must be submitted) 3

PART IV SCORE: 12 15

---

**SUMMARY SCORE:**

PART II	<u>19</u>
PART III	<u>15</u>
PART IV	<u>15</u>
TOTAL	<u><del>48</del> 49</u>

**RANKING AMONG ALL PROJECTS:** \_\_\_\_\_

---

**THE OHIO PUBLIC WORKS COMMISSION**  
65 East State Street, Suite 312, Columbus, Ohio 43215-4213

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Blair A. Hillyer  
Todd Kelchner  
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William N. Morgan  
James W. Sumner

**DIRECTOR**

W. Laurence Bicking

**OHIO  
PUBLIC WORKS  
FOR YOU**

10/07/2005

Kevin Celarek  
Administrator  
Green Township  
6303 Harrison Avenue,  
Cincinnati, OH 45247-7818

Subdivision Code : 061-31752

Dear Mr. Celarek,

Your request for financial assistance from the Ohio Public Works Commission has been approved for the project entitled **I-74 Greenway/West Fork Riparian Corridor Acquisition** in the amount of \$ **42,945**. This Grant has been assigned project number **CBCAH**. Please use this number when calling or writing our office.

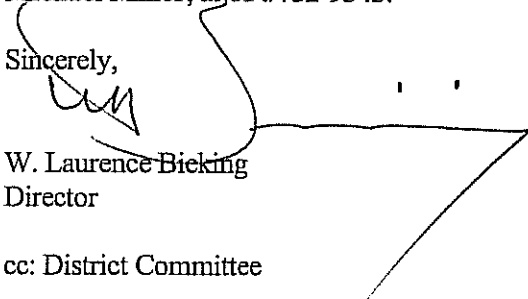
The enclosed Project Agreement defines **Green Township's** responsibilities in accepting this financial assistance. Please review it carefully to ensure that the project has been accurately described and defined throughout the agreement's appendices. If any errors are found, or if any information needs to be updated, please contact us immediately.

Please execute the Project Agreement by signing both copies. **You must return one fully executed copy to the Commission within forty-five (45) days**, and retain the other for your files. This project may not proceed with acquisition, construction or purchase of materials, **until you have completed the following**; 1) returned one executed copy of the agreement to OPWC, 2) prepared and sent to OPWC a "Request to Proceed" 3) received approval from OPWC on your "Request to Proceed"

The Project Manager and Chief Financial Officer named in the agreement will each receive a separate mailing that explains their respective duties regarding project implementation. The Project Manager has also received a reference copy of the enclosed Project Agreement for their records. All of our project management related documents for the Clean Ohio Program are located at our Web page at [www.pwc.state.oh.us](http://www.pwc.state.oh.us). Once there, click on the link titled "**Clean Ohio Program**".

If you have any questions about any aspect of the program, please do not hesitate to call your Program Representative, **Michael Miller**, at **614/752-9343**.

Sincerely,

  
W. Laurence Bicking  
Director

cc: District Committee